

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00001
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Access Esperanza Clinics** ("Grantee" or "Contractor"), having its principal office at **916 East Hackberry Street, Suite A McAllen, Texas 78501** (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **6,800** Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **\$466,550** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

Access Esperanza Clinics
916 East Hackberry Street, Ste. A
McAllen, TX 78501
Attention: * Patricio C. Gonzales
Email: Patricio.gonzales@accessclinics.org
Phone: (956) 688-3707

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Access Esperanza Clinics Inc.
916 East Hackberry Street, Suite A
McAllen, Texas 78501
Attention: Patricio Gonzales, CEO

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

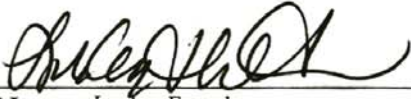
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY


Name: Lesley French
Title: Associate Commissioner
Date of execution: 7/1/2016

GRANTEE


Name: Patricio C. Gonzales
Title: CEO
Date of execution: 6/21/16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS

ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E – UNIFORM TERMS AND CONDITIONS

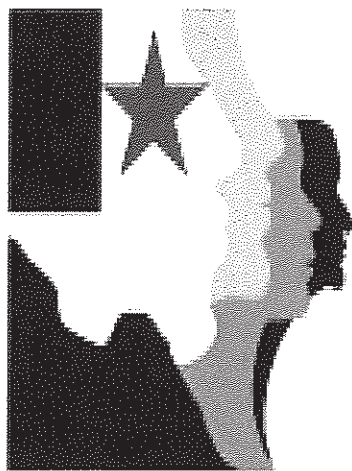
ATTACHMENT F – SPECIAL CONDITIONS

ATTACHMENT G – STATE ASSURANCES

ATTACHMENT H – FEDERAL ASSURANCES

ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM>;
- determined to be "Active" by the Texas Comptroller of Public Accounts:
<http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term “contract” means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC’s Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants’ respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC’s Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u>	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant: _____

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

Access Esperanza Clinics Inc.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Respondent:**Access Esperanza Clinics Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 466,550
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	6800
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FORM I: WORK PLAN- Revised 6/15/16

Legal Business Name
of Respondent:

Access Esperanza Clinics Inc.

Program Administration and Management

a. Through the Healthy Texas Women (HTW) program, Access Esperanza Clinics Inc. (AEC) proposes to provide an extensive range of women's health and family planning services for uninsured women clients. Staff will screen clients for HTW eligibility, and for those deemed eligible, will assist them in submitting applications and required documentations.

AEC clinicians will perform physical exams and during initial or annual exams will obtain comprehensive medical histories, including but not limited to the following areas: general, cardiovascular, respiratory, gastrointestinal (GI), genitourinary (GU), neurological, endocrine, hematological/lymphatic, allergy/immunology, and family history. Client intake will also include risk assessment for obesity, anemia, hypertension, sexually transmitted infections (including HIV), depression, and intimate partner violence, reproductive coercion, along with physical, emotional, and verbal abuse. AEC will screen minors ages 16 and younger for suspected child abuse and report as required by Texas law.

Clinicians will conduct Pap testing as per AEC's medical standards and guidelines, following recommendations from the American College of Gynecologists (ACOG) and the Centers for Disease Control and Prevention (CDC). Clinics will use the Thin Prep® Pap test for cervical cancer screening. The Center for Disease Detection (CDD), a current TWHF provider, will analyze Pap samples and perform HPV testing for those showing a risk for cervical cancer or genital warts. Staff will follow up with clients on abnormal test results using the agency's extensive follow up system outlined in its Medical Standards and Guidelines (MS&G). Clients requiring colposcopy or cryotherapy services will have the choice of in-house services or referrals to other local providers. The Medical Director will provide in-house colposcopy and cryotherapy services as needed.

During annual or initial exams or upon request, AEC will provide chlamydia and gonorrhea testing, with in-house treatment as needed. Procedures will follow the CDC's Texas Infertility Prevention Project (TIPP) requirements. AEC will also test for syphilis and refer to free treatment services through the county health department or the Valley AIDS Council. Rapid HIV testing will be conducted on an opt-out basis during annual and initial exams and upon client request. Clinic staff will offer confirmatory HIV testing to clients with positive screening results. As needed, staff will refer clients to the Valley AIDS Council for treatment and case management through the Ryan White HIV/AIDS Program.

Physical exams will include clinical breast exams, a service clients often report as their reason for seeking services at AEC clinics. Clients identified with suspicious breast masses will receive referrals for mammograms and/or sonograms to radiologists participating in the HTW program or to Knapp Medical Center, which offers these services free to AEC's Weslaco Clinic clients. AEC's Breast Health Initiative will offer

clients with suspicious breast masses an exam and assessment by a general surgeon. During monthly sessions at AEC's Rev. English Clinic in McAllen, the physician will evaluate imaging results, develop individualized treatment plans, and determine whether women may remain on hormonal contraception. Staff will track women's progress on their treatment plans as per AEC's follow-up system.

Staff will take client vitals during physical exams, and as indicated by the health history, will provide anemia, lipid, and A1C testing. Clinicians will develop management plans for clients testing at high levels. Management plans will encourage lifestyle modification, such as diet and exercise, with support materials from the American Diabetes Association and the CDC. As indicated, disease management could also include providing prescriptions for medications that lower levels of cholesterol or blood pressure or those that help the body metabolize sugars better. Clients will have access to regular testing to monitor levels and reassess treatment. Clients with advanced chronic diseases will receive referrals to specialists for treatment.

AEC will provide client-centered contraception services by assessing a client's reproductive life plan and their health history to determine an appropriate method of birth control method. All clinics will stock a wide range of contraceptives on site, including long acting reversible contraceptives, such as hormonal and non-hormonal IUDs and the contraceptive implant (Nexplanons®). AEC will also offer at each site combined-hormonal and progestin-only oral contraceptives, transdermal hormonal contraceptives ("patch"), the vaginal hormonal ring (NuvaRing®), and three-month injection. Barrier methods (male and female condoms), and spermicidal products will be available as well. Clinicians will provide interested clients information on natural family planning and abstinence. Clinic staff will obtain written client consent for general services and specific contraceptive methods.

AEC will offer Essure® onsite for those patients who are ready for a permanent method of birth control. The Medical Director, a credentialed Essure® provider, will perform these procedures as needed at the Rev. English Clinic in McAllen. As required by Texas law, clients will give written consent at least 30 days before the procedure. Clients will receive referrals to a HTW qualified imaging center for a modified hysterosalpingogram (HSG) after the Essure procedure to confirm occlusion. AEC will provide an alternative method until the procedure is done and occlusion has been verified.

At all clinic sites, AEC will provide urine-based pregnancy testing and information on both preventing and achieving pregnancy. Clients testing positive for pregnancy will receive options counseling to encourage early care; options counseling will comply with HTW and Title X requirements. For clients applying for Medicaid prenatal care, staff will prepare the Medicaid *Form H3037 verifying pregnancy*.

b. For this project, AEC will provide clinic services to 6,800 low-income women residing in Hidalgo County. The focus will be on women in their reproductive years who meet program eligibility. The majority of the priority population lives in or nearby its four largest cities of McAllen, Edinburg, Mission, and Weslaco where AEC currently operates its health clinics.

c. AEC will dedicate 43 staff to work part time with the HTW project. All staff included will work part time on the project, with no staff allocating more than 50 percent

of their overall work time to HTW. Additional staff will be hired to support the project in the clinics, along with outreach, billing, and administrative oversight. They are listed in the revised budget.

The CEO leads the workforce and supervises department directors and the licensed medical professionals, including the Medical Director, the Breast Services Director, and the Pharmacist. The department director team meets at least monthly to coordinate activities and develop work strategies.

The medical department is responsible for direct provision of services to clients and operates four full-time and one part-time clinic throughout Hidalgo County. Currently two full-time clinicians and two managers rotate to clinic sites. Even with three part-time clinicians filling in several times a month, weekly exam sessions are limited to two at each clinic. Through the HTW program, AEC will hire two additional licensed clinicians to provide client exams and procedures. The HTW project will also help AEC open two more clinic sessions at each site each week and will make services, including LARCs, more available to clients. Through HTW, AEC will hire two additional managers and five health care assistants to support the increased sessions held and clients seen.

The Lead Clinician supervises all full and part-time licensed clinicians. Supervision includes training on the agency's MS&Gs, Standing Delegation Orders (SDO), and Standard Operating Procedures (SOP). The Medical Director annually assesses the Lead Clinician's skills and knowledge.

The Clinic Operations Director (COD) supervises the day-to-day work of the clinics, developing the monthly calendar and overseeing staff's work to ensure compliance with agency standards. AEC utilizes training tools from the CDC and the American Congress of Gynecologists (ACOG) to train new staff and do ongoing staff development. Training includes a comprehensive knowledge base of all contraceptive methods, STIs, counseling techniques, lab procedures, funding program eligibility, and billing. A Clinical Operations Assistant will be hired to support staff training and project oversight.

Before working independently, clinicians and non-licensed clinical staff are assessed for skills in client care, knowledge of AEC's MS&Gs, clinical skills, laboratory proficiency, and client satisfaction. Evaluations center on competence required with specific laboratory testing and counseling skills. Clinicians shadow the Lead Clinician in clinic sessions for at least 30 days from hire. The QRM Coordinator evaluates through observation and skills proficiency testing. Using the agency's standard monitoring toolkit, the Lead Clinician makes a final assessment, and along with the Medical Director, approves new clinicians for work. Before new non-licensed staff may work independently, the Lead Clinician and QRM Coordinator provide quality assurance checks and give approval.

The CFO supervises the business services department and is responsible for managing human resources, billing, centralized appointments, purchasing, and overseeing the agency budget. During the project year, AEC will hire a Fiscal Assistant to support staff training and project oversight. The CFO and the Human Resources Assistant (HRA) recruit and hire staff, conduct payroll, and manage employee health insurance plans. The HRA is responsible for updating employee files with required licenses, new staff orientation, staff trainings, and paid time off.

Two full-time billing staff members file client services claims daily for state funding programs, such as TWHP and EPHC, through TMHP and separately to insurance companies for Medicaid and private insurance plans. Billing staff follows up on rejected claims and submit monthly accounts receivable reports to the CFO. Through the HTW project, AEC will hire a Compliance Supervisor to oversee billing operations and ensure project compliance. The Billing Supervisor will guide staff on correct practices and stay updated on funding program changes. AEC will continue to rely on Region 11 HHSC staff for staff training and guidance on billing, as well as on the National Family Planning and Reproductive Health Association, and the Women's Health and Family Planning Association of Texas.

The IT Manager oversees the agency's network and computer systems and serves as the HIPPA compliance officer. Extensive policies and procedures protect agency business and client security, including disaster recovery. The IT manager maintains the security manual and provides staff trainings semi-annually and as needed.

In the centralized appointment system, two staff field phone calls from the agency main phone number making clinic appointments and answering questions from potential clients. During busy clinical sessions, clinic staff forwards calls to the appointment line to ensure faster response time and no missed messages. Appointment staff receive training to assess callers' funding program eligibility and on customer service techniques

The CFO works closely with the Purchasing Agent and Fiscal Assistant in managing the agency's finances. An agency's Standard Operation Policy on purchasing addresses procedures for buying supplies and equipment through a purchase order system. HUB vendors are priority as available.

d. During the project year, AEC will not conduct or participate in research on clients receiving services through any HHSC-funded programs.

e. Organizational Chart- Attached

Attachment C – Contractor’s Revised Budget

Attachment C

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,363,258	\$227,844	\$1,135,414
B. Fringe Benefits	\$299,235	\$50,285	\$248,950
C. Travel	\$36,135	\$5,891	\$30,244
D. Equipment	\$14,299	\$2,860	\$11,439
E. Supplies	\$739,616	\$123,878	\$615,738
F. Contractual	\$129,480	\$20,716	\$108,764
G. Other	\$217,277	\$35,076	\$182,201
H. Total Direct Costs	\$2,799,300	\$466,550	\$2,332,750
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$2,799,300	\$466,550	\$2,332,750

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,363,258	\$1,363,258	Fringe Benefits	\$299,235	\$299,235
	Travel	\$36,135	\$36,135	Equipment	\$14,299	\$14,299
	Supplies	\$739,616	\$739,616	Contractual	\$129,480	\$129,480
	Other	\$217,277	\$217,277	Indirect Costs	\$0	\$0
TOTAL FOR:	Distribution Totals		\$2,799,300	Budget Total		\$2,799,300

List any budget assumptions below:

06/13/2016

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

PERSONNEL Functional Title + Code E = Existing or P = Proposed		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Clinic Managers	Y		Clinic management to support and ensure compliance of services	2	Medical Assistant or Equivalent, plus Mgmt experience	\$3,334.00	14	\$93,352
Nurse Practitioner / Clinician	N		Provides direct medical care, medical services and follow-up care.	2.5	WHNP, PA, MSN, NCC	\$10,834.00	14	\$379,190
Health Care Assistants	Y		Provides counseling, medical services as directed by center mgr & clinician	12	Medical Assistant or Equivalent	\$2,255.00	14	\$378,840
Clinic Operations Director	N		Supervises Center Managers and services provided at clinics	0.5	Associates Degree or Equivalent	\$6,625.00	14	\$46,375
Outreach Coordinator	N		Provides community outreach services to various targeted communities	0.5	College Degree or Equivalent	\$2,924.00	14	\$20,468
Community Education Coordinator	N		Provides outreach, education and referrals to clinics	0.4	High School Diploma or Equivalent	\$2,415.00	14	\$13,524
Education Supervisor	N		Supervises educators and outreach activities	0.4	College Degree or Equivalent	\$5,000.00	14	\$28,000
Billing Specialists	N		Provides billing and data entry for all medical claims	0.8	High School Diploma or Equivalent	\$2,775.00	14	\$31,080
Billing Supervisor/Compliance Officer	Y		Supervises all billing claims and ensures all claims are on paid status	0.5	High School Diploma or Equivalent / Certified Biller	\$4,615.00	14	\$32,305
Purchasing Agent	N		Procures all supplies for centers and conducts inventory on all equipment and supplies	0.4	High School Diploma or Equivalent / Purchasing Exp	\$4,000.00	14	\$22,400
QRM Coordinator	N		Provides audits and quality control on services provided at centers	0.4	College Degree or Equivalent	\$5,750.00	14	\$32,200

Appointment Clerks/Receptionist	N	Answers telephone and assists clients with making an appointments.	1.25	High School Diploma or Equivalent	\$2,300.00	14	\$40,250
Assistant Clinic Managers	N	Provides counseling, medical services as directed by clinic mgr & clinician	0.8	Medical Assistant or Equivalent	\$2,850.00	14	\$31,920
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$213,354
Salary/Wage Total							\$1,363,258

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA 7.65% = \$104,289 TWC -based on 52 staff x 9,000 = \$468,000 x 1.93%) = \$9,032 Workers Comp 2.19% = \$29,855 Retirement Plan 3% = \$40,860 Health Insurance \$395.41 x 14 mo x 52 staff x 40% = \$115,143

	Fringe Benefit Rate %	21.95%
	Fringe Benefits Total	\$299,235

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Conference / Workshop Travel Costs		Justification	Location City/State	Number of:		Travel Costs	
Description of Conference/Workshop	Days/Employees						
HTW Conference Training for Program implementation	Required by Contract	TBA	5	Mileage			
				Airfare		\$1,250	
				Meals		\$425	
				Lodging		\$660	
				Other Costs		\$400	
				Total		\$2,735	
Nurse Practitioner Training	To enhance professional development and clinician to maintain educational CEU's	TBA	4	Mileage			
				Airfare		\$1,200	
				Meals		\$900	
				Lodging		\$2,300	
				Other Costs		\$400	
				Total		\$4,800	
Teen Pregnancy & Prevention Conference	To enhance professional development in education and outreach activities to teens and learn teen pregnancy prevention techniques	Austin, TX	2	Mileage			
				Airfare		\$650	
				Meals		\$350	
				Lodging		\$1,000	
				Other Costs		\$200	
				Total		\$2,200	
				Mileage			
				Airfare			
				Meals			
				Lodging			
				Other Costs			
				Total		\$0	
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0	

Total for Conference / Workshop Travel

\$9,735
 Paid 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Community Educators, Center & Administration staff to outreach and enhance community services. Staff to travel to & from center or administration sites.	55000	\$0.480	\$26,400		\$26,400
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$26,400**

Other / Local Travel Costs: **\$26,400** Conference / Workshop Travel Costs: **\$9,735** Total Travel Costs: **\$36,135**

Indicate Policy Used: Respondent's Travel Policy ☒ State of Texas Travel Policy ☐

Legal Name of Respondent:

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Total Amount Requested for Equipment:

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Itemize and describe each supply item and provide an estimated quantity and cost (i.e., # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.). Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>(If applicable, provide estimated quantity and cost (I.e.: # of boxes & cost/box))</small>	Purpose & Justification	Total Cost
Office Supplies	Consumable supplies needed to support HTW program in clinical office supplies, items do not have a unit cost greater than \$500	\$22,800
Pharmaceutical Supplies	Consumable supplies needed to support HTW program in prescriptive supplies which include LARC's	\$500,198
Medical Supplies	Consumable supplies needed to support HTW program medical supplies	\$195,118
Educational Materials	Educational materials, videos, pamphlets needed to support HTW program needed to support and enhance educational services	\$15,000
Computer Supplies	Computer supplies needed to support HTW program; items do not have a unit cost greater than \$500	\$6,500
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0.

Total Amount Requested for Supplies:

\$739,616

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
Core Services	Maintenance & Network Support	Support for Network/Computer Services	Monthly	14	\$1,206.00
Ultimate Sweep	Janitorial Services	Janitorial services to maintain clinics clean and sterile for OSHA standards	Monthly	14	\$3,015.00
JMT Consulting	Sage MIP accounting support	Sage MIP accounting support for accounting software	Unit Cost	1	\$3,886.00
Voxent	NextGen Maintenance & Support of Billing Software	Next Gen Support for billing software	Monthly	14	\$4,750.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

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nitracloirs as "To Be

TOTAL
\$16,884
\$42,210
\$3,886
\$66,500
\$0
\$0
\$0
\$0
\$0
\$0
\$129,480

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Total Amount Requested for Other:	\$217,277
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FORM F - 7 Indirect Costs

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are included to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code	E = Existing or P = Proposed							
Community Services Director	N		Directs education department and ensures all outreach activities and objectives are attained	0.4	College Degree in related field	\$6,557.00	14	\$36,719
Marketing Specialist	Y		Provides community outreach services to various targeted communities	0.5	College Degree or Equivalent	\$3,000.00	14	\$21,000
Pharmacy Assistant / Courier	N		Assists with procurement of supplies for clinics and conducts inventory on all equipment and supplies. Agency Courier.	0.3	High School Diploma or Equivalent	\$2,472.00	14	\$10,382
IT Manager	N		Provides IT support to all personnel and ensures all systems are up and running for clinics and administration office	0.4	College Degree or Equivalent	\$3,978.00	14	\$22,277
Chief Financial Officer	N		Ensures billing and program budget is compliance.	0.5	College Degree or Equivalent	\$6,686.00	14	\$46,802
Clinic Operations Assistant	Y		Provides support to clinics for compliance, training and medical services.	0.5	College Degree or Equivalent	\$2,600.00	14	\$18,200
Administration / HR Assistant	N		Assists with orientation of staff for compliance of program and credentialing of staff	0.5	College Degree or Equivalent	\$2,600.00	14	\$18,200
Accounts Payable	N		Enters all accounts payable invoices into MIP system and assists with billing grants.	0.5	High School Diploma or Equivalent	\$2,640.00	14	\$18,480
Fiscal Assistant	Y		Assists with billing and program budget compliance. Financial Statement preparation.	0.5	College Degree or Equivalent	\$3,042.00	14	\$21,294
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
						Salary/Wage Total		\$213,354

Access Esperanza Clinics Inc.

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Conference / Workshop Travel Costs		Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
Description of Conference/Workshop						
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Conference / Workshop Travel Costs		Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
Description of Conference/Workshop						
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Detail Form (Supplemental)

Access Esperanza Clinics Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]**Total Amount Requested for Equipment:**

0\$

Detail Form (Supplemental)

Access Esperanza Clinics Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

\$0

Legal Name of Respondent:

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

[illegible]

\$0

Legal Name of Respondent:

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

[illegible]

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost breakdown. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

Total Amount Requested for CONTRACTUAL:

--

ntactors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show co Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

Total Amount Requested for CONTRACTUAL:

--

tractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0

[illegible]

\$0

Legal Name of Respondent:

Access Esperanza Clinics Inc.

[illegible]

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application



**916 East Hackberry Street, Suite A
McAllen, Texas 78501**

SOLICITATION: # 529-16-0094

SECTION 1

Executive Summary

During the Healthy Texas Women project period, Access Esperanza Clinics (AEC) will provide women's health and family planning services to 7,500 Hidalgo County residents. Low-income, uninsured women in their reproductive years will be the project's priority population. The total proposed project budget is \$ 2,689,380.00.

AEC has offered high quality, affordable family planning services in Hidalgo County since 1964. In 2015, the agency provided clinic services to approximately 10,000 people, over 80 percent of whom were low-income. An additional 11,000 people were reached in community education and outreach. Clinics include the Rev. English Clinic in McAllen, the Rev. Galloway Clinic in Mission, and clinics in Edinburg, Weslaco, and San Juan.

The proposed project will provide a wide range of preventive health care services to help women prevent unintended pregnancies and be healthy when and if pregnancies are desired. With the exception of Essure, a permanent contraceptive procedure offered at AEC's Rev. English Clinic in McAllen, all birth control methods will be available and provided at all agency clinics. Birth control methods will include hormonal and non-hormonal IUDs, implant, injection, pill, patch, ring, and over-the-counter methods such as condoms. Client-centered counseling will assist people in developing a reproductive life plan. Clients needing pregnancy prevention for a year or more will be encouraged to consider using a LARC method.

AEC's extensive health history assesses for a wide variety of health concerns. As medically indicated, clients will be offered testing and management for diabetes, high lipid levels, anemia, and hypertension. AEC will test and treat for chlamydia and gonorrhea and will test for syphilis and HIV, referring clients needing treatment to free services in the community.

Clients may receive clinical breast exams and Pap testing during their physical exams. Women needing mammograms will be referred to an HTW imaging specialist. A monthly specialty breast clinic led by a local surgeon will assess imaging results and develop treatment plans for women with suspicious masses. Abnormal Pap test results will be screened for HPV using the same Pap sample. Colposcopy procedures will be available in-house for women with higher abnormal Pap levels.

AEC will ensure compliance with its established clinical standards and HTW program requirements through a series of staff trainings and audits. At least three staff trainings will be held during the first six months of the project. Regional HHSC staff will be invited at the onset of the project to overview the project and provide billing support. A written test implemented for all project staff will assess HTW knowledge and help determine future training needs. Agency department directors will follow-up with two additional trainings for clinic and appointment staff on problem areas identified by test scores and the Quality and Risk Management Committee. Supervisors will work individually with staff on topics specific to work areas.

AEC will continue its quality improvement measures to promote LARC use for women needing long-term pregnancy prevention. Pharmaceutical representatives will attend two or more clinical staff meetings to discuss LARC procedures and messaging for clients needing long-term pregnancy prevention. Outreach workers, who are primarily Spanish speakers, will receive separate LARC messaging training.

Quality management audits conducted after trainings will assess staff knowledge and compliance of project. AEC will perform at least three chart audits and three billing audits during the project period. At least three separate chart audits will take place, each reviewing a minimum of 20 client charts or client billings from each of AEC's five clinics. Chart audits will assess compliance with HTW program requirements, along with AEC's medical standards and policies. Billing audits will determine whether correct procedure codes are followed and procedures follow AEC standards. Retraining will occur individually or in groups if findings show 90 percent or less compliance met.

AEC will expand its community outreach to raise awareness among the priority population for HTW services. A new Outreach Coordinator and Marketing Specialist will reach new markets through one-on-one meetings with small businesses. Staff will create new partnerships with student organizations at the local university and colleges and will expand its reach on social media with paid and free postings on new Instagram and Snapchat pages. AEC will continue its successful Entre Nosotros project, which utilizes a promotora (community outreach worker) model to promote clinic services and assist with appointments.

AEC has strong management infrastructure in place to meet the demands of the HTW project and an expanded client base. A clear line of supervision exists within each of the agency's departments, including medical, business services, quality and risk management, community services, and development. AEC's financial stability allows for long range planning, as well as the ability for each clinic to stock a ready provision of contraceptives, medications, and needed supplies.

To support this project, AEC will hire 11 additional staff, including two licensed clinicians, two clinic managers, four health care assistants, a biller, and two people to market project services. The additional clinic staff will make services more accessible to clients, allowing AEC to expand the number of sessions held at each clinic from two to four each week. The additional clinic staff and sessions will also make LARC services more available. The added billing supervisor will help accommodate the increased client load and ensure other billing staff comply with HTW and TMPH requirements. The two new outreach and marketing staff will raise awareness for the project, promoting directly to the target population.

SECTION 2 – Completed Forms A-M

Access Esperanza Clinics

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Access Esperanza Clinics Inc.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	X	4
B	Texas Counties and Regions List Served by Project	X	5
C	Contact Person Information	X	6
D	Deleted -- nothing to be submitted	X	7
E	Deleted -- nothing to be submitted	X	8
F	Budget Summary and Details	X	9
G	Respondent Background	X	29
H	Funding Request and Performance Measures	X	42
I	Work Plan	X	43
J	Assessment Narrative	X	82
K	Healthy Texas Women Clinic Site Readiness	X	85
K-1	Healthy Texas Women Clinic Sites*	X	90
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	X	
L	Staff Development Plan	X	95
L-1	Staff Development Training Calendar	X	97
M	Community Education/Program Promotion Plan	X	100
M-1	Community Education/Program Promotion Calendar	X	104

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	X	284
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	285
3	Required Certifications	X	286
4	Federal Lobbying Certification	X	288
5	Anti-Trust Certification	X	289
6	Respondent Information and Disclosures	X	290
7	HUB Subcontracting Plan (HSP)	X	127
8	HHS Information Security and Privacy Initial Inquiry (SPI)	X	294
9	APPENDIX E: Healthy Texas Women Certification	X	122

Access Esperanza Clinics

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input checked="" type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

Access Esperanza Clinics
FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: Access Esperanza Clinics Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact		Executive Director	
Last Name:	Garza	Last Name:	Gonzales
First Name:	Norma	First Name:	Patricio
Salutation:	Ms.	Salutation:	Mr.
Title:	Chief Financial Officer (CFO)	Title:	Chief Executive Officer (CEO)
Email:	norma.garza@accessclinics.org	Email:	patricio.gonzales@accessclinics.org
Phone:	956-688-3701	Phone:	956-688-3707

Financial Director		Medical Director	
Last Name:	Garza	Last Name:	Otero
First Name:	Norma	First Name:	Fernando
Salutation:	Ms.	Salutation:	Dr.
Title:	Chief Financial Officer (CFO)	Title:	Medical Director
Email:	norma.garza@accessclinics.org	Email:	fjotero@yahoo.com
Phone:	956-688-3701	Phone:	956-688-3700

Primary Program Contact		Quality Assurance Contact	
Last Name:	Gonzales, MWWS-LMSW	Last Name:	Martinez
First Name:	Patricio	First Name:	Diana
Salutation:	Mr.	Salutation:	Ms.
Title:	Chief Executive Officer (CEO)	Title:	Quality Management/Risk Management Coordinator
Email:	patricio.gonzales@accessclinics.org	Email:	info@accessclinics.org
Phone:	956-688-3707	Phone:	956-688-3711

Access Esperanza Clinics
FORM D

Intentionally Left Blank

Access Esperanza Clinics
FORM E

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FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,322,371	\$264,474	\$1,057,897
B. Fringe Benefits	\$278,756	\$55,751	\$223,005
C. Travel	\$33,410	\$6,682	\$26,728
D. Equipment	\$10,248	\$2,050	\$8,198
E. Supplies	\$705,618	\$141,124	\$564,494
F. Contractual	\$129,480	\$25,896	\$103,584
G. Other	\$209,497	\$41,899	\$167,598
H. Total Direct Costs	\$2,689,380	\$537,876	\$2,151,504
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$2,689,380	\$537,876	\$2,151,504

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:						
	Personnel	\$1,322,371	\$1,322,371	Fringe Benefits	\$278,756	\$278,756
	Travel	\$33,410	\$33,410	Equipment	\$10,248	\$10,248
	Supplies	\$705,618	\$705,618	Contractual	\$129,480	\$129,480
	Other	\$209,497	\$209,497	Indirect Costs	\$0	\$0
TOTAL FOR:	Distribution Totals		\$2,689,380	Budget Total		\$2,689,380

List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
Clinic Managers	Y		Clinic management to support and ensure compliance of services	2	Medical Assistant or Equivalent, plus Mgmt experience	\$3,334.00	14	\$93,352
Nurse Practitioner / Clinician	Y		Provides direct medical care, medical services and follow-up care.	2.5	WHNP, PA, MSN, NCC	\$10,834.00	14	\$379,190
Health Care Assistants	Y		Provides counseling, medical services as directed by center mgr & clinician	12	Medical Assistant or Equivalent	\$2,255.00	14	\$378,840
Clinic Operations Director	N		Supervises Center Managers and services provided at clinics	0.4	Associates Degree or Equivalent	\$6,344.00	14	\$35,526
Outreach Coordinator	Y		Provides community outreach services to various targeted communities	1	College Degree or Equivalent	\$2,924.00	14	\$40,936
Community Education Coordinator	N		Provides outreach, education and referrals to clinics	0.4	High School Diploma or Equivalent	\$2,415.00	14	\$13,524
Education Supervisor	N		Supervises educators and outreach activities	0.4	College Degree or Equivalent	\$5,000.00	14	\$28,000
Billing Specialists	N		Provides billing and data entry for all medical claims	1.5	High School Diploma or Equivalent	\$2,775.00	14	\$58,275
Billing Supervisor	Y		Supervises all billing claims and ensures all claims are on paid status	0.5	High School Diploma or Equivalent / Certified Biller	\$3,400.00	14	\$23,800
Purchasing Agent	N		Procures all supplies for centers and conducts inventory on all equipment and supplies	0.4	High School Diploma or Equivalent / Purchasing Exp	\$4,000.00	14	\$22,400

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (PAGE 2)

CRM Coordinator	N	Provides audits and quality control on services provided at centers.	0.4	College Degree or Equivalent	\$5,750.00	14	\$32,200
Appointment Clerks	N	Answers telephone and assists clients with making an appointments.	1.5	High School Diploma or Equivalent	\$2,300.00	14	\$48,300
Assistant Clinic Managers	N	Provides counseling, medical services as directed by clinic mgr & clinician	1.4	Medical Assistant or Equivalent	\$2,850.00	14	\$55,860
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$112,168
Salary/Wage Total							\$1,322,371

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA 7.65% = \$101,161 TWC -based on 45 staff x 9,000 = \$405,000 x 1.93% = \$7,817 Workers Comp 2.31% = \$30,547 Retirement Plan 3% = \$39,588 Health Insurance \$395.41 x 14 mo x 45 staff x 40% = \$99,643

	Fringe Benefit Rate %	21.08%
	Fringe Benefits Total	\$278,756

Access Esperanza Clinics Inc.

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Conference / Workshop Travel Costs Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs
			Days	Employees	
HTW Conference Training for Program Implementation	Required by Contract	TBA	4		Mileage Airfare \$1,000 Meals \$325 Lodging \$560 Other Costs \$400 Total \$2,285
Nurse Practitioner Training	To enhance professional development and clinician to maintain educational CEUs	TBA	4		Mileage Airfare \$1,200 Meals \$900 Lodging \$2,300 Other Costs \$400 Total \$4,800
Teen Pregnancy & Prevention Conference	To enhance professional development in education and outreach activities to teens and learn teen pregnancy prevention techniques	Austin, TX	2		Mileage Airfare \$650 Meals \$350 Lodging \$1,000 Other Costs \$200 Total \$2,200
					Mileage Airfare Meals Lodging Other Costs Total \$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Revised: 7/6/2009

FORM F-2 travel Budget Category Detail Form Page 2

Total for Conference / Workshop Travel

\$9,285

Other / Local Travel Costs		Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Community Educators, Center & Administration staff to outreach and enhance community services. Staff to travel to & from center or administration sites.		50260	\$0.480	\$24,125		\$24,125
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
				\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS						\$0

Total for Other / Local Travel

\$24,125

Other / Local Travel Costs: \$24,125

Conference / Workshop Travel Costs: \$9,285

Total Travel Costs: \$33,410

Indicate Policy Used:

Respondent's Travel Policy ☒ XState of Texas Travel Policy ☐

Revised: 7/6/2009

Detail Form

Access Esperanza Clinics Inc.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Dell Optiplex 7040 Minitorwer 3MD 4T 3.7 HHZ 64 Bit 8GB 2133 MHz 500GB 7200 rpm Hard Disk Drive Computer w/3 Yr Warranty	To assist center & education staff with data entry and report generation.	5	\$1,347	\$6,736
Epson EX9200 Pro Wireless WUXGA 3LCD Projector	To assist education staff projection of presentations at various sites.	1	\$800	\$800
Dell Latitude 15 3000 Series Intel i3-6100 CPU Dual Core HD 64BIT 4gb 1600MHz DDR3L Memory Laptop	To assist educators with presentations at various education presentation sites	4	\$678	\$2,712
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

\$10,248

Revised: 7/6/2009

ATTACHMENT
FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category
Page 1 of 8



Print Summary



OptiPlex 7040 Tower

Starting Price \$1,898.98
 Instant Savings \$551.70

Subtotal \$1,347.28

As low as \$41.00 /month^

☒ Dell Business Credit | Apply

☒ Discount Details

☒ Ships in 4 - 6 Business Days

My Selections All Options

• OptiPlex 7040 Tower

Date	4/14/2016 12:30:39 PM Central Standard Time		
Catalog Number	4 Retail 04		
Evalue Code	CTO01AO7040MTUS		
Catalog Number / Description	Product Code	Qty SKU	Id
Processor: Intel® Core™ i3-6100 Processor (Dual Core, 3MB, i3SKYL 4T, 3.7GHz, 65W)		1 [338-BHUE][412-AAGU]	146
Operating System(s): Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	DW10P7M	1 [619-AIKN]	11
Microsoft Application Software: Microsoft Office Professional 2016	16P	1 [634-BEZR]	1002
Dell Data Protection Solutions: No DDPE Encryption Software	NODDPE	1 [954-3465]	156
Dell Threat Protection and Endpoint Security Suite: No Dell Data Protection Endpoint Security Suite Software	NODDP	1 [634-BENZ]	593
Memory: 8GB (2x4G) 2133MHz DDR4 Memory	8G2DR4	1 [370-ACHT]	3
Hard Drive: 3.5 inch 500GB 7200rpm Hard Disk Drive	500SG7	1 [400-AANO]	8
Additional Hard Drive: No Additional Hard Drive	NADDHD	1 [401-AANH]	637
Video Card: Intel® Integrated Graphics	INT	1 [490-BBFG]	6
CD ROM/DVD ROM: No Optical Drive	NOPTCL	1 [429-AAVM]	16
Wireless: No Wireless	NOWRLS	1 [555-BBFO]	19

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FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category
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Driver: No Wireless Selected	NOWRLS	1	[555-BBFO]	7
Serial Port/PS2 Adapter: No Accessories	NOACC	1	[461-AABV]	698
Chassis Options: OptiPlex 7040 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)	MTBRNZ	1	[329-BCSE]	116
Cables and Dongles: No Adapter	NOADPTR	1	[470-AAJL]	592
Keyboard: Dell KB216 Wired Keyboard English Black	US216B	1	[580-ADJC]	4
Mouse: Dell MS116 Wired Mouse Black	MS116B	1	[275-BBBW]	12
Systems Management: No Out-of-Band Sys Mgmt	NOVPRO	1	[631-AASK]	49
Non-Microsoft Application Software: OS Recovery	WIN7	1	[422-0008][637- AAAS][640- BDDF][640- BBEV][640- BBLW][658- BBMQ][658- BBMR][658- BBNH][658- BBVM]	1003
Operating System Recovery Options: Windows 10 OS Recovery 64bit - DVD	M10PD6M	1	[620-AAYW]	200013
E-Star: ENERGY STAR Version 6.0	ESTAR6	1	[387-BBEZ]	122
OptiPlex 7040 MT: OptiPlex 7040 Mini Tower CTO	7040TC	1	[210-AFIC]	1
Stands and Mounts: No Integrated Stand option	NOSTND	1	[575-BBBI]	558
Power Cord: System Power Cord (English)	US125V	1	[450-AAOJ]	20
Label: Reg Label, MT, MEX,EPA	EPAMEX	1	[389-BHMP]	676
Optical Software: PowerDVD Software not included	NOPDVD	1	[632-BBBJ]	597
Network Card: No Bcom required	NOBCOM	1	[555-BBKH]	13
Media Card Reader: No Media Card Reader Selected	NMCR	1	[385-BBCR]	10
FGA Module: Flex_FGA/BTO	FG0014	1	[998-BRHJ]	572
Placemat: No Quick Reference Guide	NOTSH	1	[340-ABKW]	60
Transportation from ODM to region: Standard shipment	STD	1	[800-BBIO]	200080
Processor Branding: LABEL,INTEL,Ci3,6,SML	CI3SML	1	[389-BHGC]	749
Canada Ship Options: US No Canada Ship Charge	USNONE	1	[332-1286]	111
TPM Security: TPM	TPM	1	[329-BBJL]	297

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Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	1	[340-AGIK]	21
UPC Label: No UPC Label	NOUPC	1	[389-BCGW]	292
CompuTrace Offerings + Stoptrack Label: No Computrace	NCTRACE	1	[461-AABF]	697
Hard Drive Software: NO INTEL RESPONSIVE	NOINTR	1	[551-BBBJ]	707
Diagnostic CD / Diskette: No Diagnostic/Recovery CD media	NORDVD	1	[340-ABJI]	50
RAID Connectivity: NO RAID	NORAIID	1	[817-BBBN]	1009
Packaging: Shipping Material for System, Minitor	SHPDAO	1	[340-ARRJ][389- BBUU]	465
Pricing Information: Flexible Catalog Config 1	FLEX01	1	[610-BBPV]	200237
Hardware Support Services: 3 Years ProSupport with Next Business Day Onsite Service	PN3	1	[989-3449][997- 6870][997-6895] [997-6915]	29
Monitors: Dell 22 Monitor - E2216H	861-BBEF	1	[861-BBEF]	5113
External Speakers: No External Speaker	NOESPK	1	[817-BBBC]	200095

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Home > Shredders, Projectors & Office Machines > Projectors & Accessories > Projectors > Epson EX9200 Pro Wireless WUXGA 3LCD Projector, Black

Epson EX9200 Pro Wireless WUXGA 3LCD Projector, Black

Item: 1686512 Model: V11H722020

(6) | Write a Review

\$799.99
 Each

Also Consider

<input type="checkbox"/> 2 Year Electronics Protection Plan (\$400+)	\$44.99
<input checked="" type="checkbox"/> 3 Year Electronics Protection Plan (\$400+)	\$36.99

1

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Product Details

- Lightweight and easy to carry for presentations with the sharpest images and highest resolution
- 3LCD, 3-chip technology for 3x Higher Color Brightness and reliable performance
- 3,200 lumens of color brightness and 3,200 lumens of white brightness for brilliant images

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ATTACHMENT

FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category

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SHOP BY CATEGORY	SHOP DEALS	INK & TONER FINDER	YOUR STORE San Antonio,...	EASY REORDER	MY ACCOUNT Please Sign In	
Epson EX7240 Pro Wireless WUXGA 3LCD Projector, Black	Epson EX3240 SVGA 800 x 600 Resolution 3LCD Projector, White	Epson PowerLite 1761W Wireless WUXGA 3LCD Projector, Black	Epson PowerLite 1771W WUXGA 1280 x 800 Pixels 3LCD Projector, White	Eps Wir Pro		
\$649.99	\$449.99	\$649.99 \$699.99	\$699.99 \$799.99	\$5		
(5)	(9)	(50)	(0)			

Product Details | REVIEWS

1 ADD TO CART 1 ADD TO CART 1 ADD TO CART 1 ADD TO CART 1

PICK UP TODAY

The Epson EX9200 Pro projects in Full HD 1080p to deliver larger-than-life presentations with the sharpest details.

Get the most out of your presentations with the pro-quality EX9200 Pro wireless projector, boasting premium, Full HD resolution and enhanced connectivity. Project graphics and video in 1080p from laptops, smartphones, tablets and streaming devices. With 3-chip, 3LCD technology you get 3x Higher Color Brightness and up to 3x Wider Color Gamut. The portable EX9200 Pro delivers widescreen WUXGA resolution (1920 x 1200), plus 3,200 lumens of color brightness and 3,200 lumens of white brightness. It also includes HDMI, MHL support, and easy wireless setup.

- Lightweight and easy to carry for presentations with the sharpest images and highest resolution
- 3LCD, 3-chip technology for 3x Higher Color Brightness and reliable performance
- 3,200 lumens of color brightness and 3,200 lumens of white brightness for brilliant images
- WUXGA 1920 x 1200 resolution
- Energy-efficient E-TORL lamp can run for up to 10,000 hours
- f/1.50 - 1.71 lens with manual focus for superior-quality projection
- 2.92" - 29.5" coverage range is suitable for rooms of any size
- Native 16:10 aspect ratio; supports 4:3 and 16:9
- 2 W mono speaker
- Interface: USB Type A and Type B, VGA, 2 HDMI (1 supports MHL), Composite video/audio
- Dimensions: 11.7"W x 9.6"D x 3.2"H (including feet)
- Weight: 5.7 lbs.
- 1-year limited warranty

Pro-quality Projector
WUXGA resolution (1920 x 1200) offers 4.5x more resolution than SVGA for Full HD 1080p content; plus enhanced connectivity
Share HD videos directly from your smartphone, tablet or streaming device
Supports MHL-enabled devices, including Chromecast and Roku Streaming Stick
Fast wireless setup for your mobile device
Just scan the on-screen QR code using your phone or tablet.
Fast, easy setup
Get up and running in no time with easy image adjustments and convenient control. Plus, use the included USB cable to instantly project content from a PC or Mac
Package Contents
Epson EX9200 Pro Projector, power cable, VGA cable, USB cable, soft carrying case, projector remote control, batteries, user manual CD, quick setup sheet.

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ATTACHMENT
FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category
Page 6 of 8



Print Summary



New Latitude 15 3000 Series

Starting Price \$1,095.71
 Instant Savings \$418.34

Subtotal **\$677.37**

As low as \$21.00 /month^

Dell Business Credit | Apply

Discount Details

Preliminary Ship Date: 4/14/2016

My Selections All Options

• New Latitude 15 3000 Series

Date 4/14/2016 12:35:48 PM Central Standard Time
 Catalog Number 4 Retail 04
 Evalute Code S001L357015US

Catalog Number / Description	Product Code	Qty	SKU	Id
Latitude 3570: BASE,NBK,LAT,BTX,3570	3570X	1	[210-AEXH]	1
Processor: Intel i3-6100 CPU	I36100	1	[379-BCFV]	146
System Configuration: Intel Dual Core i3-6100U Processor with Intel Integrated HD Graphics	I3UMAT	1	[338-BHKS]	149
Processor Branding: LABEL,INTEL,Ci3,6,SML	Ci3SML	1	[389-BHGC]	749
Operating System: Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	DW10P7M	1	[619-AIKP]	11
Microsoft Application Software: Microsoft Office 30 Day Trial	16MUI	1	[658-BCSB]	1002
Non-Microsoft Application Software: OS Recovery	WIN7	1	[340-ADFZ][422-0007][422-0052] [637-AAAS][640-BBDF][640-BBEV][640-BBLW][658-BBMR][658-BBNF][658-BCTX]	1003
Dell Data Protection Solutions: No DDPE Encryption Software	NODDPE	1	[954-3465]	156
Dell Threat Protection and Endpoint Security				

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FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category
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Suite: No Dell Data Protection Endpoint Security Suite Software	NODDP	1	[634-BENZ]	593
LCD: 15.6" HD (1366 x 768) Anti Glare (16:9) WLED	NTHD	1	[320-BBQM][391-BCES]	760
Memory: 4GB (1x4GB) 1600MHz DDR3L Memory	4G1D3	1	[370-AAQI]	3
Hard Drive: 500GB 7200RPM Hard Disk Drive	500GB	1	[400-AIIU]	8
Video Card: Intel® HD Graphics GT2	UMA	1	[490-BCOV]	6
Wireless: Dell Wireless™ 1802 802.11AGN Dual-Band Wi-Fi 1802 + BT 4.0 Wireless Card (2x2)		1	[555-BCMR]	19
Driver: MOD-SRV,WRLES,DW1802,LL	DW1802	1	[555-BCUF]	7
Keyboard: Internal Single Pointing Keyboard, English	ENGKBD	1	[580-ACJB]	4
PalmRest: No Fingerprint Reader	NFPR	1	[346-BBSL]	55
Power Supply: 65W AC Adapter, 3-pin	65W	1	[492-BBDD]	1015
Cable: US Power Cord	US125V	1	[537-BBBL]	20
Primary Battery: 40 Whr 4-cell Li-Ion (Cylindrical) with ExpressCharge™	4C	1	[451-BBPR]	112
Camera Software: No Camera Software Selected	NOCMRA	1	[319-BBBK]	25
Docking Solutions: No Docking Station	NONE	1	[452-BBSE]	271
Carrying Cases: No Carrying Case	NONE	1	[460-BBEX]	118
Operating System Recovery Options: Windows 10 OS Recovery 64bit - DVD	M10PD6M	1	[620-AAYW]	200013
Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	1	[340-AGIK][640-BBJB]	21
Placemat: Quick Reference Guide for Windows 7, 8.1	PLCMT	1	[340-AQLH]	60
Diagnostic CD / Diskette: No Resource DVD	NRDVD	1	[430-XXYG]	50
TAA: No TAA	NOTAA	1	[340-ACQQ]	97
E-Star: Energy Star 6.0	ESTAR	1	[387-BBKC]	122
Label: Regulatory Label Included	REG	1	[389-BEYY]	676
UPC Label: POD Label	POD	1	[389-BCDK]	292
Canada Ship Options: US No Canada Ship Charge	USNONE	1	[332-1286]	111
Packaging:	SHPMN	1	[340-AASO][340-	465

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FORM F-3 EQUIPMENT AND CONTROLLED ASSESSETS Budget Category
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Min Config Shipping Material			AQQI]	
Transportation from ODM to region: Smart Selection Shipment	BTS	1	[800-BBGQ]	200080
FGA Module: 3570_2H16_001/US/BTS	FG0018	1	[998-BSYB]	572
Systems Management: MOD,STNG,ME,N-VPRO,LOVELAND15	NVPRO	1	[631-AATQ]	49
Hardware Support Services: 3 Year ProSupport with Next Business Day Onsite Service	PN3	1	[975-3461][989-3449][997-6662] [997-6664][997-6673][997-6727]	29
All In one Solution: No Stand	NOSTND	1	[575-BBCH]	558
Mouse: No Mouse Selected	NOMSE	1	[570-AADK]	12

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Access Esperanza Clinics Inc.

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Access Esperanza Clinics Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Core Services	Maintenance & Network Support	Support for Network/Computer Services	Monthly	14	\$1,206.00	\$16,884
Ultimate Sweep	Janitorial Services	Janitorial services to maintain clinics clean and sterile for OSHA standards	Monthly	14	\$3,015.00	\$42,210
JMT Consulting	Sage MIP accounting support	Sage MIP accounting support for accounting software	Unit Cost	1	\$3,886.00	\$3,886
Voxent	NextGen Maintenance & Support of Billing Software	Next Gen Support for billing software	Monthly	14	\$4,750.00	\$66,500
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$129,480

Revised: 7/6/2009

Access Esperanza Clinics Inc.

\$209,497

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Access Esperanza Clinics Inc.

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

Revised: 7/6/2009

FORM G: RESPONDENT BACKGROUND

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

1. Executive Summary

The Access Esperanza Clinics Inc. Board of Directors develops vision and mission statements to guide the agency's work. The board periodically reviews and revises these statements to ensure relevancy.

The vision of Access Esperanza Clinics Inc. is to be the recognized authority for providing educational programs in preventive, primary, and reproductive health care. People who need health services will find our doors open, offering a full-range of services, and ensuring privacy. We will be a key player in the delivery of comprehensive health care services, and a leader in advocating health care rights for all people worldwide.

The mission of Access Esperanza Clinics Inc. is to provide education, advocacy, and affordable, high-quality health care ensuring all individuals in our community can access sexual and reproductive health care services.

The agency's value statements are:

- We believe in the fundamental right of individuals to manage their own fertility voluntarily and with privacy.
- We believe in respecting other's choices, values, and beliefs; we respect the family unit in whatever form it takes.
- We believe the quality of an individual's health is important to the family unity, community, and country; and health care, health information, and disease prevention should be available for all.

The Board of Directors consists of 12-30 diverse community volunteer leaders and plays an active role in guiding and supporting agency services. The board has the ultimate financial and oversight responsibility for the organization.

The Board of Directors meets ten times a year. Its five committees, including the Executive (consisting of board officers and three at-large members), Budget and Finance, Development, Nominating, and Information and Education support programming carried out by the Chief Executive Officer (CEO).

The board hires and supervises the CEO and appoints the independent auditor to conduct an annual comprehensive auditing of financial records, practices, policies, and risks for fraud. The board also reviews and approves the independent audit and annual IRS 990 form. It develops and approves the agency's annual plan and annual budget. It reviews and approves quarterly financial statements prepared by its Budget and Finance Committee and reviews programmatic reports prepared by staff and committees, making recommendations as needed.

The Board of Directors amends and updates the agency's bylaws as needed. Board members participate in local fund raising efforts and provide community input and liaison.

2. Organizational Structure, Management Systems, and Lines of Authority

Access Esperanza Clinics Inc. organizes itself into five departments, including medical, business services, quality and risk management, community services, and development. The agency's board of directors hires and supervises the Chief Executive Officer (CEO). The CEO supervises the licensed medical professionals, including the Medical Director, the Breast Services Director, and the Pharmacist. The CEO also supervises department directors, consisting of the Clinical Operations Director, Chief Financial Officer, Quality Management/Risk Management Coordinator (QM/RM), Community Services Director, and the Development Officer.

The management team, comprised of the CEO and department directors, meets at least monthly to develop work strategies. Meeting agendas cover funding program updates and a monthly review of clinic, outreach, marketing, and development activity outcomes. Quality improvement action plans are developed and shared with other staff as needed.

Within the medical department, the Medical Director contributes in three significant areas. First, he provides input and approves the agency's Medical Standards and Guidelines (MS&G), Standing Delegation Orders (SDO), and medical Standard Operating Procedures (SOP) for family planning and primary care services. Secondly, he supervises the Lead Clinician and provides consultation as needed for other mid-level practitioners. Lastly, the Medical Director provides direct client care, including examining clients with atypical GYN issues, along with performing colposcopy services and Essure procedures. The Medical Director regularly reviews chart samples, reviews incidence reports, and participates on the Quality and Risk Management Committee.

The Breast Services Director oversees the agency's Breast Health Initiative. This local surgeon provides monthly breast clinic sessions at AEC's Rev. English Clinic in McAllen for clients identified with breast abnormalities during their routine physical exam. The Breast Services Director assesses clients' imaging results and develops treatment plans as needed.

The Lead Clinician supervises one full-time and three part-time clinicians, providing oversight to ensure compliance with the agency's MS&G, SDOs, and SDOs. The Lead Clinician gives approval before clinicians may perform procedures with moderate complexity, such as IUD and implant insertions and removals. The Clinical Operations Director (COD) is responsible for day-to-day clinical operation and supervision of non-licensed clinic staff. With input from the Lead Clinician, she sets the monthly clinical calendar. The COD supervises the clinic managers, who in turn, supervise the medical assistants. Fully staffed, each full-time clinic has a clinician, a manager, and three to four health care assistants.

The Chief Financial Officer (CFO) oversees the Business Management Department, which is responsible for human resources, billing for client services, and budget management. The CFO directly supervises the Administrative Assistant, Human Resource Manager, Purchasing Agent, IT Manager and Billing Specialists. The Administrative Assistant supervises the centralized appointment system and appointment clerks. The Purchasing Agent supervises a Fiscal Assistant and Pharmacy Assistant. The CFO also assists the Board of Director's Budget and Finance

Access Esperanza Clinics Inc.

Committee in generating reports for the agency's financial oversight and budget development.

The Pharmacist oversees the pharmacy program, ensuring licensing compliance for the agency's pharmacy warehouse at the administration office and Class D pharmacies at clinic sites. The Pharmacist works closely with the Business Management Department, especially the Purchasing Agent and the Pharmacy Assistant, who run daily pharmacy operations.

The Community Services Director (CSD) is responsible for community education and marketing of agency services. The CSD directly supervises the Education Supervisor and the Campus Health Educator, who works with teens and young adults at colleges. The CSD manages the agency's website, social media networks, along with paid and earned media. She recruits, trains, and supervises volunteers, who assist in preparing materials to use in the community and participate in community outreach. The Education Supervisor supervises the Outreach Specialist and three staff promotoras (Spanish-speaking community health workers). The Outreach Specialist supervises two other promotoras. All staff involved in community education gives presentations at schools and for community groups. They also conduct outreach at health fairs and special events, and they host family communication workshops for parents and their adolescents.

The Development Officer conducts local fund raising and image enhancement activities. She coordinates these efforts with the Board of Director's Fundraising Committee and staff

3. Resumes Attached- CEO, CFO, Medical Director Clinical/Program Director

ATTACHMENT- Form G-3 (5 pages)

PATRICIO C. GONZALES
3111 Sunset Drive Edinburg, Texas
patricio.gonzales@accessclinics.org
956-605-5744 (cell)

**Summary of
Qualifications**

Twenty Three years of experience in healthcare administration;

CEO of Access Esperanza Clinics for the past twenty three years and responsible for overall agency operations and business management.

Fourteen years of experience with Child Protective Services in various capacities including administrator, Board liaison, supervisor and case specialist.

Worked and trained board volunteers on health care, reproductive, sexual and general governance issues.

Excellent written and oral communication and public presentation skills.

Established and work effectively in a variety of community based coalitions and advocacy settings.

Chaired state and regional family planning advisory committees.

Fluent in both English and Spanish

License Master Social Worker #01913

Education

1989 – 1992 University of Texas-Arlington Arlington, Texas

Master of Science in Social Work with Honors

1970 – 1974 University of Texas-Austin Austin, Texas

Bachelor of Arts in Government with Honors

PATRICIO C. GONZALES

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Sept. 1985 – Dec. 1992

Texas Department of Human Services
Child Protective Services, Edinburg, Texas

Child Protective Services Administrative Supervisor II/Hidalgo County Child Welfare Department Head

Primary duties included overall management of State and County child welfare program; implement and oversee Board-County policies/procedures; develop program budget for Board and Commissioner's Court approval; assist the Board with fundraising and advocacy activities; media spokesperson; supervise a unit caseworkers, attorneys, and paraprofessional staff.

Accomplishments: Received superior ratings from federal and state audits of program standards; Recognition of excellence by the Texas Child Welfare Council for Board development and governance.

Sept. 1978 – Aug. 1985

Texas Department of Human Services-
McAllen, Texas

Child Protective Services Specialist III

Investigate and assess reports of abuse and/or neglect to determine risk and need of intervention; provide family preservation, foster care and adoption services to families and children; network and link families with social and health agencies for services; submit general reports, memos, and social studies to the courts and law enforcement; conduct program presentations to community and civic groups.

Accomplishments: Attained high performance ratings and promotions

Norma Linda Garza

10327 N. 24th Lane ♦ McAllen, TX 78504 ♦ (956) 212-100 ♦ norma.garza@accessclinics.org

Skills Summary

- | | | |
|--|--|--|
| ♦ Working with Government
Funding & Grant Project
Management | ♦ Computer Savvy
♦ Customer Service
♦ Budget Preparation | ♦ Insurance Billing
♦ Accounting/Bookkeeping
♦ Business Services &
Operations of department |
| ♦ Financial Report Preparation | ♦ Human Resources
Management / Benefits | ♦ Professional
Presentations |
| ♦ Written Correspondence | ♦ Billing /3 rd Party Insurance | |
| ♦ General Office Skills | | |

Professional Experience

Communication: Reports/Presentations/Technology

- ♦ Prepare complex reports for management team and Board of Directors, ensuring full compliance with agency requirements and tight deadlines.
- ♦ Design and deliver series of classes for local businesses and associations, providing human resources management
- ♦ Conduct small-group sessions on sexual harassment avoidance and conflict resolutions
- ♦ Audit skills to meet compliance and monitoring of funding sources

DETAIL MASTERY & Organization

- ♦ Manage all aspects of day-to-day operations for management services department:
 - Facility rental/maintenance.
 - Management of patient scheduling through centralized appointment systems.
 - Finances: accounts payable/receivable, invoicing, insurance billing, budgeting.
 - Supervision of a total of ten staff in department
 - Compliance with all healthcare facility and insurance requirements.

PURCHASING / PROCUREMENT

- ♦ Oversee purchasing agent and compliance with HUD bidding processes
- ♦ Compliance with Inventory Control Systems
- ♦ Comply with Checks and Balances Procedures

Employment History

ACCESS ESPERANZA CLINICS INC.– McAllen, TX., **CFO-HR ~ Business Services & Operations Department Director**, 1990 to Present

CIRCLE K DISTRICT OFFICE – McAllen, TX.,
Payroll/Accounting Assistant, 1984 to 1990

CONTINENTAL EMS CO COMPANY– McAllen, TX.,
Accounting / Administrative Assistant, 1979 to 1984

Education

SOUTH TEXAS COLLEGE – McAllen, TX., Graduated with HONORS
Associates Applied Science in Accounting, 1995

UT-PAN AMERICAN– Edinburg, TX
Business Administration – Accounting, Currently Attending

Access Esperanza Clinics Inc.

Fernando Otero, M.D., F.A.C.O.G.

7803 N. 2nd Lane McAllen, Texas

956-688-3700

fjotero@yahoo.com

Experience

Medical Director

Access Esperanza Clinics, McAllen, TX 78501

November 2010 – Present

OB-Gyn Physician

Women's Clinic of South Texas, Edinburg, TX 78539

August 2002 – Present

Education

Albert Einstein College of Medicine

Yeshiva University, Bronx, NY

June 1998

American Board of Medical Specialties

Obstetrics and Gynecology

Texas Medical Board License #L4619

Physician Full Permit

DEA Registration #B07880582

Awards:

Julie Zelmonavich, MD Award for PGY2 Excellence in Clinical Work

Robert Ackerman, MD Award for the Most Outstanding Intern

Memberships and Associations:

American College of Obstetrics and Gynecology, Junior Fellow

Boricua Latino Health Organization

Hospital Privileges

Doctors Hospital at Renaissance, Edinburg, TX

McAllen Medical Center, McAllen, TX



Clinic Operations Director

Melinda Cruz

P.O. Box 3861 Edinburg, Texas 78540
956-383-3503 melinda.cruz@accessclinics.org

Experience

Access Esperanza Clinics Inc. McAllen, Texas

September 1985 Health Care Assistant

April 1986 Clinic Manager

October 2004 Assistant Clinic Operations Director, Development Director

October 2006 – Current Clinic Operations Director

- ❖ Oversee and maintain an environment of dignity, safety, and privacy for patients
- ❖ Responsible for clinic operations of five sites in Hidalgo County
 - Develop annual service work plan and budget for clinic operations
 - Develop monthly clinic schedules for all clinics
- ❖ Supervise four clinic managers, total department staff of 19
 - Oversee staff recruitment and retention
 - Conduct annual staff performance review and give disciplinary action as needed
- ❖ Participate in quality risk management and quality improvement activities
 - Participate in agency's QRM committee meetings
 - Develop and utilize tools to assess non-licensed staff compliance with agency's medical standards and guidelines
- ❖ Organize staff development activities
 - Provide extensive six-week training program required of all new non-licensed staff before working in the clinic setting
 - Provide ongoing training of all clinical staff, coordinating with lead clinician
 - Based on needs assessment, develop and implement non-licensed staff trainings
 - Develop and lead monthly meetings for all agency staff
- ❖ Process daily, monthly, quarterly reports on clinic activities for review by Board of Directors, CEO, staff department directors
- ❖ Participate in grant application proposals

Education

July 1979 General Equivalency Diploma (GED)

Continuing education through national, state trainings

4. Women's Health Services and Family Planning Services

As a family planning provider in Hidalgo County for the past 51 years, Access Esperanza Clinics (AEC) has well established systems for women's health and family planning service delivery and policy-making activities. A group from the First United Methodist Church in Mission founded the agency in 1964. Their goal was to fill a gap in the community for low-income people receiving women's health and family planning services. Helping people plan the timing and size of their families has always been an agency core service.

AEC has five established, functioning facilities for clinical and administrative services, four of which it owns. The agency's Rev. English Clinic in McAllen and clinics in Weslaco and Edinburg have each continually operated for over 45 years. The Rev. Galloway Clinic in Mission opened in 1964 and then closed in the fall of 2011, when state cuts to the family planning program went into effect. The clinic reopened at the same location September 2014 thanks to a Title X grant. AEC has operated a part-time clinic at the San Juan Community Center for over 10 years, serving a rural and isolated community that has little access to other health care services.

AEC provides client-centered contraception services, assessing a client's reproductive life plan and their health history to determine an appropriate method of birth control method. All clinic sites have available a wide range of contraceptives, including the part-time San Juan clinic. Each clinic maintains a Class D pharmacy license and dispenses contraceptives and medications as per the agency's approved formulary. As medically indicated, women may choose from hormonal and non-hormonal IUCs, Nexplanon®, the DMPA shot, the ring, the patch, and combined hormonal and progestin-only birth control pills. Each clinic also offers a range of barrier methods, including male condoms, female condoms, and spermicides. Contraceptive clients may choose condoms as a back-up method. All clinicians are trained and experienced in IUC and implant insertions and removals. AEC maintains a sonogram machine at its Rev. English Clinic in McAllen, and the Lead Clinician has received trained to visualize IUC placement.

AEC offers Essure® as an onsite service for those patients that are ready for a permanent method of birth control. The Medical Director, a credentialed Essure® provider, performs these procedures as needed at the English Clinic in McAllen. As required by Texas law, clients give consent sterilization at least 30 days before the procedure is performed. Clients are referred to a radiologist for a modified hysterosalpingogram ("HSG") three months after the Essure procedure to confirm occlusion. AEC provides an alternative method until the procedure is done and occlusion has been verified.

AEC thoroughly counsels all women on the usage, risks, and possible side effects on their contraceptive method, ensure women know what to expect before beginning a method so supplies are not unnecessarily wasted. Based on the agency's medical standards and guidelines, AEC developed client information and consent forms for each contraceptive type.

Clients may receive pregnancy testing at all clinic sites, typically during annual or initial exams but also upon request. A sensitive urine-based test is used. Clients testing positive for pregnancy receive options counseling to encourage early care; options counseling complies with the Department of State Health Services' requirements. Upon request, staff

prepares Medicaid Form H3037 to verify pregnancy for clients applying for Medicaid prenatal care.

AEC utilizes the Centers for Disease Control and Prevention's (CDC) latest guidelines for the counseling and treatment of STIs. The CDC's recommended five "Ps" of partners, practices, prevention of pregnancy, protection from STIs, and past history of STIs are used in verbal client risk assessment and for counseling. The client health history, including questions on sexual history, also assesses STI risk. All AEC clinics participate in the Texas Infertility Prevention Project (TIPP), a partnership of the CDC and the DSHS to identify, screen, and treat women and men at high risk for chlamydia and gonorrhea infection. Cardea staff provides TIPP project oversight and staff training. AEC's clinics also test for syphilis, HSV-1, and HSV-2. AEC provides rapid HIV testing, with results in 15 minutes, on an opt-out basis during physical exams, with confirmation testing for clients with positive screening results. All clients receiving HIV testing are counseled on risk reduction. AEC refers clients with positive confirmation results to Valley AIDS Council (VAC) for treatment. VAC offers low-cost to free primary health care and case management services through the federal Ryan White HIV/AIDS Program.

AEC uses an extensive standard operating procedure system for follow-up and management of abnormal results, both for clients treated within the agency and for those referred to outside providers. Medical staff are trained on this referral follow-up system upon hire and annually thereafter.

AEC's Medical Department currently consists of the Medical Director, Lead Clinician, and one other full-time clinician. Part-time clinicians fill out the agency's busy clinic schedules. The Clinical Operations Director oversees the day-to-day work in the clinics. Clinic managers, who are all tenured working in the clinics, and health care assistants provide non-clinician services. Clinic support administration consists of business services, human resources, information technology and HIPAA security and privacy, community services, executive personnel, and risk and quality management.

Licensed clinicians shadow the Lead Clinician in clinic sessions at least 30 days from hire to learn AEC's medical procedures. Before a newly hired clinician may work independently, the Lead Clinician assesses their skills and knowledge using the Clinician Performance Monitoring Toolkit, with final approval by the Medical Director. Skill assessment includes LARC insertion and removal and physical exams. Non-licensed clinical staff undergoes extensive in-house training several weeks before working in the clinic setting. AEC utilizes training tools from the U.S. Office of Population Affairs' National

Training Center, the CDC and the American Congress of Gynecologists (ACOG) and to train new staff and for ongoing staff development. Training includes comprehensive knowledge base of all contraceptive methods, STIs, counseling techniques, lab procedures, funding program eligibility, and billing. Once in the clinic, staff continues supervised on-the-job training for several months. Clinicians give written approval on counseling and lab procedures before staff members may independently work. Physicians outside of the agency evaluate licensed medical professionals annually.

AEC is a provider with Medicaid, the Texas Women's Health Program, the Expanded Primary Care program, and Title X, billing as appropriate to the funding source. AEC also accepts most major private insurance plans for client services.

AEC maintains Class D pharmacies under the supervision of a licensed pharmacist. Pharmaceuticals are received, logged at the warehouse pharmacy distribution center, located at the agency's administration office in McAllen. Pharmaceuticals include a full range of contraceptive methods, emergency contraception, and treatment medications. AEC's purchasing agent and pharmacy assistant distribute pharmaceuticals to the various clinic sites, all of which have Class D pharmacy licenses, where medication is labeled. Staff conduct monthly inventories at all sites, including the warehouse pharmacy.

The agency's pharmacist, a Pharm-D, provides consultation for clinicians, assists with the development of the agency's formulary, giving final approval before implementation. He also presents an annual staff in-service, serves on the quality and risk management committee, and visits clinic sites. Clinic staff maintains logs of contacts with the pharmacist. Agency clinicians write orders for pharmaceuticals included in the agency's formulary in accordance with its clinical standards and guidelines and under SDOs from the medical director. Clinic staff dispenses medications ordered by clinicians. Medications not available through the in-house pharmacy but ordered by the clinicians must be on the AEC formulary, ordered by the medical director, Breast Services Director, or approved by CDC.

AEC participates in ongoing audits and utilizes online educational resources offered through the Title X Family Planning, CDC, the National Institutes of Health (NIH), and others. Technical assistance resources improve and update the agency's infrastructure. AEC has access to online audit and incident reporting systems, online training courses, conferences, and a national network of family planning providers, including as a member of the National Family Planning and Reproductive Health Association.

5. Comprehensive Health Care Systems

AEC works to maintain and improve client reproductive health, especially targeting high-risk clients, who might not get any other care other than the well-woman exam. Preconception health is of importance if women are to achieve optimal reproductive health, and assessment is included in the client history intake. Women seen at AEC can expect to receive education regarding disease prevention and management.

Clinicians perform female and male annual, initial, and targeted physical exams, and obtain comprehensive medical histories, which include but are not limited to: general, cardiovascular, respiratory, gastrointestinal (GI), genitourinary (GU), neurological, endocrine, hematological/lymphatic, allergy/immunology, and family history. They also perform pregnancy testing and screenings for diabetes, elevated lipids, colorectal cancer, obesity, anemia, hypertension, cervical and testicular cancer, male and female clinical breast exams, sexually transmitted diseases, including HIV testing and risk assessment, depression, intimate partner violence, reproductive coercion, physical, emotional, and verbal abuse. Extensive annual staff training assists in the identification of clients who may be victims of abuse and human trafficking.

Clinicians provide management and treatment of uncomplicated skin, upper respiratory (EENT), gastrointestinal, genitourinary (GU), female urinary tract infections (UTI) (including uncomplicated pyelonephritis), menopause, and management of previously evaluated controlled hypertension. Management for upper respiratory or

Access Esperanza Clinics Inc.

UTI problems are evaluated for severity and a plan of care including treatment with antibiotics is first for most patients. Hypertension, whether previously diagnosed or a new finding, will also lead to further testing and treatment with low dose antihypertensive medications. Clinicians write prescriptions for clients to fill at local pharmacies.

All clinics use the Thin Prep® Pap test for cervical cancer screening. The test enables the clinician to screen for HPV high risk markers. AEC uses the CDC's latest standards for cervical screening. This advance in screening has reduced the number of young women being tested and having false positive, resulting in unnecessary tests and treatments.

A diagnostic in-house lipid and A1C testing is provided as indicated by the client's health history, usually during their initial or annual visit. Clinicians compare results to the national averages and, after consideration of the clients overall health status, provide prescriptions for medications that lower cholesterol levels and medications that can help the body metabolize sugars better. AEC stresses the need for continued diet and exercise as part of a healthy lifestyle. Clients receive materials from the American Diabetes Association and the CDC on lifestyle modifications to improve health outcomes.

AEC offers the latest cervical cancer screening available. HPV testing, performed with results that are positive for markers 16 and/or 18 identifies DNA/RNA strains at highest risk for cervical cancer, anal cancer, and vulvar cancer. Client results identified as abnormal or at high risk for cancer, are carefully evaluated and along with the Medical Director, clinicians develop a complete plan of care. AEC staff provide clients with clear education on the steps towards correcting the problem through the plan of care. When the result is at a level that needs aggressive treatment, the Medical Director develops a comprehensive evaluation and treatment plan for the patient.

AEC's Medical Director, a board certified obstetrician and gynecologist, is also agency Colposcopy Director and provides colposcopy and cryotherapy services in our McAllen site. Colposcopy is a valuable service to many of our clients who might not be able to receive these services or treatments elsewhere due to their own personal circumstances. Clients are given a choice of in-house care or referral to a local Breast and Cervical Cancer Services (BCCS).

Clients report the need for a clinical breast exam as a primary reason for seeking care at AEC clinics. Clinical breast exams are critical to the early detection of breast cancer, especially for women under age 50. Clinicians trained in examination techniques, check breast and axillary areas for changes in size or skin and examine for signs of injury or infection. Clients identified with suspicious breast masses receive vouchers for free mammograms and/or sonograms through the EPHC program and a collaborative agreement with Knapp Medical Center in Weslaco.

General surgeon Dr. Fredricka Borland, FACS heads up AEC's Breast Health Initiative, providing follow up assessments for clients with suspicious breast masses. Dr. Borland directs monthly clinical sessions to examine clients, evaluate imaging results, and develop individualized treatment plans. The Breast Health Initiative helps low-income uninsured women receive timely treatment and referrals for more extensive care. Women assessed at low risk for breast cancer are able to continue with hormonal birth control for pregnancy prevention. Dr. Borland is the former Chief

of Staff at Rio Grande Regional Hospital. In 2014, she received the hospital's Frist Humanitarian Physician of the Year award.

AEC incorporates referrals in a systematic review with checks and balances. The electronic medical record billing system tracks client reports and referrals. The Centers for Disease Detection (CDD), a TWHP provider, processes client Pap samples and submits findings to AEC. Patient results identified with an abnormal Pap are logged in triplicate copy into a follow-up binder. A tickler placed in the client's record alerts staff to the comprehensive plan of care for the client, along with their follow-up requirements.

The referral process begins with client follow up by phone or mail. The client receives education on the problem and, based on the result, information about how to access the referral and initiate treatment. Mail and phone reminders are scheduled timely help to ensure follow through on the client's part, as well as keep AEC updated on their medical progress. Flags on consequent client visits keep information updated or offer support to clients who have not followed through with their ordered treatment. AEC maintains contact with referral agencies and partners to ensure the patient has continuity of care.

AEC utilizes the UpToDate® subscription service for its medical standards and guidelines. UpToDate® provides medical professionals with online access to updated, evidenced-based, and peer-reviewed policies and procedures. UpToDate® follows closely clinical standards from ACOG and the CDC, which AEC also references in its clinical care. The agency conducts annual updates of its medical standards and guidelines. Additional standard operating procedures and standing delegating orders (SDOs) are in place to address agency specific needs, Department of State Health Services' requirements, and federal Title X requisites. The agency's medical director has oversight responsibility for medical services. He approves the agency's clinical standards and guidelines, SDOs, and medical standard operating procedures.

6. Subcontracting Background- This is not applicable to this proposal; AEC will not use subcontractors with the HTW program.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

Access Esperanza Clinics Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 2,689,380.00
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	7,500
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FORM I: WORK PLAN

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Program Administration and Management

a. Through the Healthy Texas Women (HTW) program, Access Esperanza Clinics Inc. (AEC) proposes to provide an extensive range of women's health and family planning services for uninsured women clients. Staff will screen clients for HTW eligibility, and for those deemed eligible, will assist them in submitting applications and required documentations.

AEC clinicians will perform physical exams and during initial or annual exams will obtain comprehensive medical histories, including but not limited to the following areas: general, cardiovascular, respiratory, gastrointestinal (GI), genitourinary (GU), neurological, endocrine, hematological/lymphatic, allergy/immunology, and family history. Client intake will also include risk assessment for obesity, anemia, hypertension, sexually transmitted infections (including HIV), depression, intimate partner violence, reproductive coercion, along with physical, emotional, and verbal abuse. AEC will screen minors ages 16 and younger for suspected child abuse and report as required by Texas law.

Clinicians will conduct Pap testing as per AEC's medical standards and guidelines, following recommendations from the American College of Gynecologists (ACOG) and the Centers for Disease Control and Prevention (CDC). Clinics will use the Thin Prep® Pap test for cervical cancer screening. The Center for Disease Detection (CDD), a current TWHP provider, will analyze Pap samples and perform HPV testing for those showing a risk for cervical cancer or genital warts. Staff will follow up with clients on abnormal test results using the agency's extensive follow up system outlined in its Medical Standards and Guidelines (MS&G). Clients requiring colposcopy or cryotherapy services will have the choice of in-house services or referrals to other local providers. The Medical Director will provide in-house colposcopy and cryotherapy services as needed.

During annual or initial exams or upon request, AEC will provide chlamydia and gonorrhea testing, with in-house treatment as needed. Procedures will follow the CDC's Texas Infertility Prevention Project (TIPP) requirements. AEC will also test for syphilis and refer to free treatment services through the county health department or the Valley AIDS Council. Rapid HIV testing will be conducted on an opt-out basis during annual and initial exams and upon client request. Clinic staff will offer confirmatory HIV testing to clients with positive screening results. As needed, staff will refer clients to the Valley AIDS Council for treatment and case management through the Ryan White HIV/AIDS Program.

Physical exams will include clinical breast exams, a service clients often report as their reason for seeking services at AEC clinics. Clients identified with suspicious breast masses will receive referrals for mammograms and/or sonograms to radiologists participating in the HTW program or to Knapp Medical Center, which offers these services free to AEC's Weslaco Clinic clients. AEC's Breast Health Initiative will offer clients with suspicious breast masses an exam and assessment by a general surgeon. During monthly sessions at AEC's Rev. English Clinic in McAllen, the physician will evaluate imaging results, develop individualized treatment plans, and determine whether women may remain on hormonal contraception. Staff will track women's progress on their treatment plans as per AEC's follow-up system.

Staff will take client vitals during physical exams, and as indicated by the health history, will provide anemia, lipid, and A1C testing. Clinicians will develop management plans for clients testing at high levels. Management plans will encourage lifestyle modification, such as diet and exercise, with support materials from the American Diabetes Association and the CDC. As indicated, disease management could also include providing prescriptions for medications that lower levels of cholesterol or blood pressure or those that help the body metabolize sugars better. Clients will have access to regular testing to monitor levels and reassess treatment. Clients with advanced chronic diseases will receive referrals to specialists for treatment.

AEC will provide client-centered contraception services by assessing a client's reproductive life plan and their health history to determine an appropriate method of birth control method. All clinics will stock a wide range of contraceptives on site, including long acting reversible contraceptives, such as hormonal and non-hormonal IUDs and the contraceptive implant (Nexplanon®). AEC will also offer at each site combined-hormonal and progestin-only oral contraceptives, transdermal hormonal contraceptives ("patch"), the vaginal hormonal ring (NuvaRing®), and three-month injection. Barrier methods (male and female condoms), and spermicidal products will be available as well. Clinicians will provide interested clients information on natural family planning and abstinence. Clinic staff will obtain written client consent for general services and specific contraceptive methods.

AEC will offer Essure® onsite for those patients who are ready for a permanent method of birth control. The Medical Director, a credentialed Essure® provider, will perform these procedures as needed at the Rev. English Clinic in McAllen. As required by Texas law, clients will give written consent at least 30 days before the procedure. Clients will receive referrals to a HTW qualified imaging center for a modified hysterosalpingogram (HSG) after the Essure procedure to confirm occlusion. AEC will provide an alternative method until the procedure is done and occlusion has been verified.

At all clinic sites, AEC will provide urine-based pregnancy testing and information on both preventing and achieving pregnancy. Clients testing positive for pregnancy will receive options counseling to encourage early care; options counseling will comply with HTW requirements. For clients applying for Medicaid prenatal care, staff will prepare the Medicaid Form H3037 verifying pregnancy.

b. For this project, AEC will provide clinic services to 7,500 uninsured women residents throughout Hidalgo County. The focus will be on women in their reproductive years who meet program eligibility. The majority of the priority population lives in or nearby its four largest cities of McAllen, Edinburg, Mission, and Weslaco where AEC currently operates its health clinics.

c. AEC currently employs 44 staff, working in five departments, including medical, business services, quality and risk management, community services, and development. An additional 11 staff will be hired to support the project goals.

The CEO leads the workforce and supervises department directors and the licensed medical professionals, including the Medical Director, the Breast Services Director, and the Pharmacist. The department director team meets at least monthly to coordinate activities and develop work strategies.

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The medical department is responsible for direct provision of services to clients and operates with 19 staff at four full-time and one part-time clinic throughout Hidalgo County. Currently two full-time clinicians and two managers rotate to clinic sites. Even with three part-time clinicians filling in several times a month, weekly exam sessions are limited to two at each clinic. Through the HTW program, AEC will hire two additional licensed clinicians to provide client exams and procedures. The HTW project will also help AEC open two more clinic sessions at each site each week and will make services, including LARCs, more available to clients. Through HTW, AEC will hire two additional managers and four health care assistants to support the increased sessions held and clients seen.

The Lead Clinician supervises all full and part-time licensed clinicians. Supervision includes training on the agency's MS&Gs, Standing Delegation Orders (SDO), and Standard Operating Procedures (SOP). The Medical Director annually assesses the Lead Clinician's skills and knowledge.

The Clinic Operations Director (COD) supervises the day-to-day work of the clinics, developing the monthly calendar and overseeing staff's work to ensure compliance with agency standards. AEC utilizes training tools from the CDC and the American Congress of Gynecologists (ACOG) to train new staff and for ongoing staff development. Training includes a comprehensive knowledge base of all contraceptive methods, STIs, counseling techniques, lab procedures, funding program eligibility, and billing.

Before working independently, clinicians and non-licensed clinical staff are assessed for skills in client care, knowledge of AEC's MS&Gs, clinical skills, laboratory proficiency, and client satisfaction. Evaluations center on competence required with specific laboratory testing and counseling skills. Clinicians shadow the Lead Clinician in clinic sessions for at least 30 days from hire. The QRM Coordinator evaluates through observation and skills proficiency testing. Using the agency's standard monitoring toolkit, the Lead Clinician makes a final assessment, and along with the Medical Director, approves new clinicians for work. Before new non-licensed staff may work independently, the Lead Clinician and QRM Coordinator provide quality assurance checks and give approval.

The CFO supervises the business services department, which currently employs 10 staff. The department is responsible for managing human resources, billing, centralized appointments, purchasing, and overseeing the agency budget. The CFO and the Human Resources Assistant (HRA) recruit and hire staff, conduct payroll, and manage employee health insurance plans. The HRA is responsible for updating employee files with required licenses, new staff orientation, staff trainings, and paid time off.

Two full-time billing staff members file client services claims daily for state funding programs, such as TWHF and EPHC, through TMHP and separately to insurance companies for Medicaid and private insurance plans. Billing staff follows up on rejected claims and submit monthly accounts receivable reports to the CFO. Through the HTW project, AEC will hire a Billing Supervisor to oversee billing operations. The Billing Supervisor will guide staff on correct practices and stay updated on funding program changes. AEC will continue to rely on Region 11 HHSC staff for staff training and guidance on billing, as well as on the National Family Planning and Reproductive Health Association, and the Women's Health and Family Planning Association of Texas.

The IT Manager oversees the agency's network and computer systems and serves as the HIPPA compliance officer. Extensive policies and procedures protect agency business

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and client security, including disaster recovery. The IT manager maintains the security manual and provides staff trainings semi-annually and as needed.

In the centralized appointment system, two staff field phone calls from the agency main phone number making clinic appointments and answering questions from potential clients. During busy clinical sessions, clinic staff forwards calls to the appointment line to ensure faster response time and no missed messages. Appointment staff receive training to assess callers' funding program eligibility and on customer service techniques

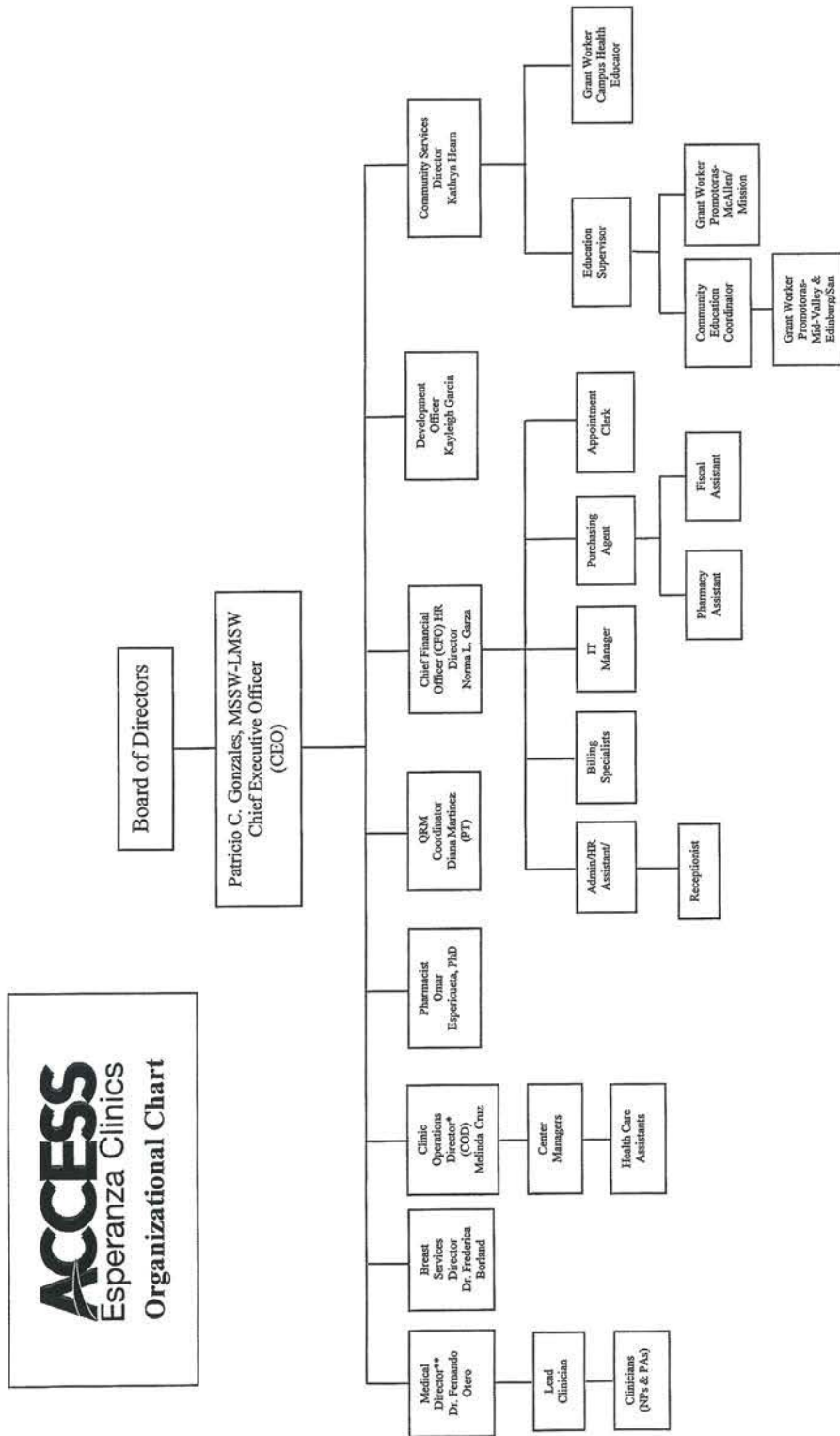
The CFO works closely with the Purchasing Agent and Fiscal Assistant in managing the agency's finances. An agency's Standard Operation Policy on purchasing addresses procedures for buying supplies and equipment through a purchase order system. HUB vendors are priority as available.

d. During the project year, AEC will not conduct or participate in research on clients receiving services through any HHSC-funded programs.

e. Organizational Chart- Attached

ATTACHMENT- Form I-e

1 page



Legend:
 * = Manages Health Center Operations
 ** = Oversees Medical Operations

Revised: March 2010

f. Job Descriptions Attached

ATTACHMENT – Form I-f (21 pages)



Job Description

JOB TITLE: Medical Director
REPORTS TO: Chief Executive Officer
DEPARTMENT: Administration
LOCATION: McAllen Center
EXEMPT: Yes, Contract
PREPARED BY/DATE:
REVISED BY/DATE: YAA, 03/29/2011
APPROVED BY: CEO

POSITION SUMMARY:

The affiliate Medical Director is responsible to the Chief Executive Officer for directing the affiliate medical program and for developing and implementing affiliate medical protocols that have been approved by the Affiliate Medical Committee (AMC) and are consistent with AEC Medical Standards & Guidelines.

WORK SCHEDULE:

HOURS: Varies as needs demand.

QUALIFICATIONS/SPECIFICATIONS:

Education: Medical degree from an accredited institution.

Licensure/Certification/Registration: Must have current medical license to practice within the state. Board certification or eligibility preferred but not required.

Experience: Training and experience in reproductive healthcare.

Working Knowledge: General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English and Spanish, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit and stand. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally required to stands, walk, reach with hands and arms, and stoop, kneel,

crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally works in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics, Inc. mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills. Recognizes age specific requirements and complies with AEC protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. They are as follows:

Position Duties

- Provides medical consultation to clinicians regarding the clinical management of specific patients and ongoing clinician in-service training in accordance with AEC's Medical Standards & Guidelines.
- Provides medical evaluation and plan of care to agency patients having breast problems identified by medical facility clinicians. Complies with AEC's Medical Standards & Guidelines and the specific guidelines for expanded breast services.
- Participates with affiliate staff in the development of relationships with other health care delivery systems.
- Directs, supervises and evaluates lead clinicians and clinicians.
- Serves as an active standing member of the affiliate quality assurance and risk-management committee.
- Performs colposcopy and related services within AEC Medical Standards & Guidelines. Designated as the Colposcopy Program Director.
- Performs chart reviews and reviews medical reports for trends and corrective action.
- In consultation with Chief Executive Officer and other staff, participates in the recruiting, selecting, training and releasing of qualified clinicians and other key medical personnel.
- Serves as a resource to the AMC (i.e. program development, medical experience and literature review).
- Participates in the training and professional education of staff.

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- Interprets policies and programs of Access Esperanza Clinics, Inc. to the medical community.
- Initiates, develops, and supervises research programs as approved by the AMC, the Affiliate Board, and AEC.
- Participating member of Association of Reproductive Health Professionals (ARHP formerly APPP). The cost of this membership is the proper province of the affiliate.
- Designated as the Lab Program Director.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

1. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.
2. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
3. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
4. Responding promptly to inquiries, concerns or complaints as appropriate.
5. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Responsibilities

Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.



Job Description

JOB TITLE: Clinical Operations Director
REPORTS TO: Chief Executive Officer
DEPARTMENT: Medical
LOCATION: Administration
EXEMPT: Yes
PREPARED BY/DATE:
REVISED BY/DATE: YAA, 03/29/2011
APPROVED BY: CEO

POSITION SUMMARY:

Responsible for the Center Management which includes the central appointment system, assists with HIV Testing and Counseling Program. Ensures that centers are run in an efficient and effective manner. Responsible for ensuring that high quality services are accessible and provided to all patients.

WORK SCHEDULE:

HOURS: 8:00AM - 5:00PM or as scheduled.

QUALIFICATIONS/SPECIFICATIONS:

Education: High School Diploma or Equivalent.

Licensure/Certification/Registration: Must have current state driver's license and current automobile liability insurance.

Experience: Minimum of five years of operations management experience in a clinic or hospital setting is required. Computer experience required. Telephone etiquette training preferred.

Working Knowledge: General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English and Spanish, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally required to stands, walk, reach with hands and arms, and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally works in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics, Inc. mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills, incorporating the client's plan of care, recognizing age specific requirements and following approved procedures, protocols, and standard operating procedures. Complies with AEC protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. They are as follows:

Position Duties

- Responsible for monthly center's schedule and staffing.
- Oversees and maintains an environment of dignity and safety for patient sensitivity and privacy.
- Supervision of Center Managers and Case Manager.
- In coordination with Lead Clinician develops a yearly center services work plan and submits it to the CEO.
- Approves annual leave in such a manner that with ample notice and submitted as soon as possible, ensures center staffing is not unduly disrupted and not effecting client services.
- With other directors, develops recommendations for strategic plan and implements yearly work plan activities.
- Assists with the department budget to present to the Chief Financial Officer to be reviewed and incorporated in the agency budget.
- Assists with recruiting, supervision and retains qualified medical personnel.
- Provides evaluation and quality control of center services on an on-going basis by utilizing tools such as patient flow analysis, center budgets, billings, compliance of X, XIX, & grant regulations, objectives and reports. Provides data for centers work flow and analysis of patients seen according to projection of grants.

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- Participates in management meetings and Director meetings.
- Evaluates clinic staff in coordination with Center Managers. Makes recommendations performing periodic evaluation of staff and documenting the necessary data for personnel records.
- Assists with Texas Women's Health Program (TWHP), Title X and other grant funding application.
- Recommends disciplinary action for employees as needed with the approval of the CEO.
- Participates and supports continuous quality improvement activities at center level.
- Assists with meetings to provide in-service and education for all center staff cooperatively with the CSD, Education Supervisor and Lead Clinician.
- Provide and coordinate with Lead Clinician on orientation and on-going training of all medical staff.
- Responsible for general record management of all centers. Ensures that centers purge records on a timely basis and responsible for release of records.
- Responsible for the coordination and implementation of the Breast Cervical Cancer Services (BCCS) program.
- Assumes duties of center staff whenever necessary.
- HIPAA Compliance Officer & training on HIPAA.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

6. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.
7. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
8. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
9. Responding promptly to inquiries, concerns or complaints as appropriate.
10. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Responsibilities

Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.

Supervisory Responsibilities

Directly supervises 2 or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include: assisting with interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems with consultation of proper supervisor.

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Job Description

JOB TITLE: Health Care Assistant
REPORTS TO: Center Manager
DEPARTMENT: Clinical
LOCATION: Centers
EXEMPT: No
PREPARED BY/DATE:
REVISED BY/DATE: YAA, 03/29/2011
APPROVED BY: CEO

POSITION SUMMARY:

The Health Care Assistant's responsibility is to facilitate patients' progress through the center from their arrival to their departure. Duties are performed according to center policies and procedures and affiliate standards and protocols to provide quality care and patient friendly services by performing the following duties.

WORK SCHEDULE:

HOURS: 8:00AM - 5:00PM or as scheduled. Must have the flexibility to work extended hours, be available on evenings and weekends and to be placed on call. Work location assignment may vary and travel will be required to the different Centers.

QUALIFICATIONS/SPECIFICATIONS:

Education: High School Diploma or Equivalent.

Licensure/Certification/Registration: Certificate of completion of an approved Medical Assistant program is preferred. Current CPR certification. Must have current state driver's license and current automobile liability insurance.

Experience: Minimum of one year of clinic experience preferred. Phlebotomy experience. Computer experience required. Telephone etiquette training preferred.

Working Knowledge: Must have a thorough knowledge and understanding of the basic human reproduction, human sexuality and reproduction. General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English and Spanish, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally

required to stand, walk, reach with hands and arms, and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Ability to add, subtract, multiply two digit numbers and to multiply and divide

with 1 O's and 1 00's. Ability to perform these operations using units of U.S. Currency money and weight measurements, volume, and distance.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/patients/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally work in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills. Recognizing age specific requirements and complies with protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. They are as follows:

Position Duties

- Enters all services provided to clients in agency database for billing purposes.
- Determines client co-pay, based on funding program and client income/household size.
- Determines client eligibility for specific funding programs, based on client income and household size.
- Assists clients in submitting applications for funding programs as needed.
- Explain all FDA approved birth control methods, as needed.
- Provide specific instruction on the client's selected birth control method, as needed.
- Inform callers in a non-directive manner about all options available to them in the event of an unintended pregnancy and make a referral for service based on the caller's needs.
- Refers callers seeking information about abortion to the appropriate referral service.
- Ensure proper evaluation and approval by Nurse Practitioner to practice client hands-on skills and treatment.

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- Perform routine on-site laboratory screening tests.
- Responsible for keeping lab book up-to-date and also completing all lab request forms.
- Responsible in assisting to mail all lab work to off-site pathology lab.
- Be knowledgeable and understanding of all abnormal lab results.
- Responsible for posting all results in an appropriate order and timely manner.
- Maintain safe, clean and orderly environment and carry out the safety measures of the center equipment and lab. (applies to interior/exterior of center, i.e. outside lights working, etc.)
- Have full knowledge and ability to complete all center paperwork.
- Counseling must be done in a culturally sensitive manner.
- Assist in inventory and ordering medical supplies.
- Perform any duties as may be assigned by management team in order to enhance the effectiveness of the center.
- Demonstrates competence, caring and compassion when performing technical and supportive client care skills, incorporating the client's plan of care, recognizing age specific requirements and complies with protocols, STI's, guidelines and teaching materials.
- Must be knowledgeable and be able to implement all safety measures.
- Must be knowledgeable to carry out protocol orders for all medical treatments, and be aware of possible side effects of all drugs and accurately documents and communicates interventions and measurements.
- Responsible for all date entry to be submitted on a timely basis.
- Responsible in assisting with daily deposits on a timely basis and be held accountable for accurate balances.
- Assists Nurse Practitioners, Physician's Assistant's and Physician's, as required.
- Assist with all center and pharmacy inventory reports.
- Assist in notifying clients of any abnormal results in a timely manner.
- Cross trained in all departments of the center.
- Must be knowledgeable and competent in teaching and counseling.
- Follow and affiliate protocols. Any exceptions must be approved by Medical Director.
- Attend scheduled meetings, in-services, training and conferences as required.
- Adhere to OSHA regulations and policies.
- Assist with other duties as may be assigned.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

11. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.

12. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
13. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
14. Responding promptly to inquiries, concerns or complaints as appropriate.
15. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Cycle Responsibilities

Responsible for being knowledgeable of the role this position plays in the billing and collections cycle for the organization. Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.



Job Description

JOB TITLE: Billing Specialist
REPORTS TO: Chief Financial Officer
DEPARTMENT: Administration
LOCATION: Administration
EXEMPT: No
PREPARED BY/DATE:
REVISED BY/DATE: YAA, 03/29/2011
APPROVED BY: CEO

POSITION SUMMARY:

Prepares and submits all billing. Conducts and reviews cases to determine compliance studies on billing data and files. Trains staff on billing policies and procedures. Provides general support to the Business Services & Operations Department.

WORK SCHEDULE:

HOURS: 8:00AM – 5:00PM or as scheduled.

QUALIFICATIONS/SPECIFICATIONS:

Education: High School Diploma or Equivalent.

Licensure/Certification/Registration: Must have current state driver's license and current automobile liability insurance.

Experience: Two or more years of experience working with medical billing software is preferred. Computer experience required with some experience in data and word processing.

Working Knowledge: General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally required to stands, walk, reach with hands and arms, and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally works in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics, Inc. mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills. Recognizing age specific requirements and complies with AEC protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. They are as follows:

Position Duties

- Monitors, prepares the submission of all billing (Title X, Title XIX, TWHP, EPHC, Private Insurance) and any other billing assignments.
- Reviews pre-bill reports to ensure procedures and properly entered and to minimize errors and to maximize billing amount is received. Analyze and reviews patient cases to determine level of compliance of governmental, grant policies, etc.
- Ensures daily/weekly billing is submitted before deadlines to ensure proper cash flow for agency.
- Attends Medicaid, Title X, NHIC and Next Gen workshops to ensure updated information is implemented.
- Ensures co-pay sliding fee scale is current, financially feasible and in compliance of granting policies.
- Trains staff on automation literacy and also assists staff and consultants with the design of automation programs and helps facilitate and track clinical services provided.
- Responsible for the general record management and ensuring all billing records to properly managed on the server (purging billing records).
- Assist with administrative functions for statistical and analytical reporting of clinic patient numbers by centers, by age, by granting source, etc. R&S reports with patient receivable information need to be recorded for payment, posting of patient receivables. After the posting is completed, R&S report needs to be filed and maintained by granting source.

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- Ensures all billing which needs to be appealed to granting sources are entered before the grants deadline to ensure payment is secured.
- Participates and supports quality improvement activities in regards to billing authenticity.
- Make copies of correspondence or other printed matter.
- Ensure unused encounter numbers are deleted from system to avoid duplication.
- Verify payments are posted properly prior to closing the month.
- Close billing system on a monthly and yearly basis for the use of statistical reporting.
- Other duties as may be assigned.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

16. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.
17. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
18. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
19. Responding promptly to inquiries, concerns or complaints as appropriate.
20. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Responsibilities

Responsible for being knowledgeable of the role this position plays in the billing and collections cycle for the organization. Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.

Access Esperanza Clinics, Inc. Job Description

JOB TITLE: Lead Clinician
REPORTS TO: Chief Executive Officer/Medical Director
DEPARTMENT: Medical
LOCATION: Centers
EXEMPT: Yes
PREPARED BY/DATE:
REVISED BY/DATE: YAA, 03/29/2011
APPROVED BY: CEO

POSITION SUMMARY:

The purpose of this position is to provide under the supervision of the Medical Director and Chief Executive Director, comprehensive women's health care in the areas of gynecology, sexually transmitted disease, family planning/contraceptive and mid-life services.

WORK SCHEDULE:

HOURS: 8:00AM - 5:00PM or as scheduled.

QUALIFICATIONS/SPECIFICATIONS:

Education: Completion of an accredited Registered Nurse program. Completion of an Advanced Nurse Practitioner program. If Physician Assistant, completion of an accredited Physician Assistant Program.

Licensure/Certification/Registration: Current license to practice as an Advanced Practice Nurse or Physician Assistant in the state of Texas. National Certification to practice as an advanced Nurse Practitioner or Physician Assistant. Current CPR certification. Must have current state driver's license and current automobile liability insurance.

Experience: Minimum of 4 years of NP or PA experience in a clinic or hospital setting, with one year NP or PA at AEC, preferred. Computer experience required.

Working Knowledge: General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English and Spanish, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally

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required to stand, walk, reach with hands and arms, and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally work in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics, Inc. mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills, incorporating the client's plan of care, recognizing age specific requirements and following approved procedures, protocols, and standard operating procedures. Complies with AEC protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. In addition to the duties and responsibilities of the applicable NP or PA, the Lead Clinician has the following position duties:

Position Duties

- Provide agency orientation, teaching, coaching and precepting for new clinicians and other licensed medical staff.
- Provide clinical leadership by teaching, coaching and consultation on clinical/case management issues for clinicians during health center hours and meetings.
- Supervise clinicians in AEC Standards and Guidelines and AEC standard operation procedures.
- Communicate with Medical Director in AECprocedural changes, medical matters not addressed in AEC Standards and Guidelines.
- Collaborate with Director of Clinical Operations in ensuring competent medical services, providing staff training, evaluating medical staff skills, providing updates as needed in providing care.
- Interpret AEC, standard of care information to all staff as indicated.
- Review materials for new services, drugs or drug updates, procedures, AEC Standards and Guideline changes.
- Communicate with AEC, Texas Department of Health Services, Medical Director, other health providers on medical issues in question.
- Assist with other duties as may be assigned.

Supervisory Responsibilities

Directly supervises 2 or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include: assisting with interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems with consultation of proper supervisor.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

21. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.
22. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
23. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
24. Responding promptly to inquiries, concerns or complaints as appropriate.
25. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Responsibilities

Responsible for being knowledgeable of the role this position plays in the billing and collections cycle for the organization. Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.

Access Esperanza Clinics, Inc. Job Description

JOB TITLE: Clinician
REPORTS TO: Lead Clinician/Chief Executive Officer
DEPARTMENT: Medical
LOCATION: Medical
EXEMPT: Yes
PREPARED BY/DATE:
REVISED BY/DATE: NLG, 4/30/12
APPROVED BY: CEO

POSITION SUMMARY:

Provide general medical care and treatment to patients in medical facility such as clinic, health center, or public health agency, under direction of Physician, be performing the following essential duties. Will be responsible of maintaining all records for documentation and quality.

WORK SCHEDULE:

HOURS: 8:00AM - 5:00PM or as scheduled.

QUALIFICATIONS/SPECIFICATIONS:

Education: Completion of an accredited Registered Nurse program. Completion of an Advanced Nurse Practitioner program. If Physician Assistant, completion of an accredited Physician Assistant Program.

Licensure/Certification/Registration: Current license to practice as an Advanced Practice Nurse or Physician Assistant in the state of Texas. National Certification to practice as an advanced Nurse Practitioner or Physician Assistant. Current CPR certification. Must have current state driver's license and current automobile liability insurance.

Licensure/Certification/Registration: Current license to practice as a Physician Assistant in the state. National Certification to practice as a Physician Assistant. Current CPR certification. Must have current state driver's license and current automobile liability insurance.

Experience: Experience as a Physician Assistant in a clinic or hospital setting is preferred. Computer experience required.

Working Knowledge: General knowledge on the use of computers.

Interpersonal Skills: Must possess the ability to interact and communicate in English and Spanish, both orally and written, with all levels of staff, physicians, clients and families in an effective manner, exhibiting tact, enthusiasm, and patience. Must be sensitive to cultural and bilingual issues.

Essential Technical/Motor Skills: Able to operate various office equipment such as telephone system, copier, fax machine and computer. Ability to work with various computer software programs.

Essential Physical Requirements: While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to fingers, handle, or feel objects, tools, or controls and talk to hear. The employee is occasionally required to stand, walk, reach with hands and arms, and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 10 pounds.

Essential Cognitive Abilities: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to read, analyze, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manual. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Essential Sensory Requirements: Able to see, hear and respond to internal and external customers/clients.

Exposure to Hazards: Routine office environment with moderate noise levels. May occasionally work in outside weather conditions and is occasionally exposed to extreme heat.

Other: Understands and abides by the Access Esperanza Clinics, Inc. mission. Demonstrates competence, caring and compassion when performing technical and supportive client care skills, incorporating the client's plan of care, recognizing age specific requirements and following approved procedures, protocols, and standard operating procedures. Complies with AEC protocols, STI's, guidelines and teaching materials. Maintains knowledge of and conforms to organization policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. They are as follows:

Position duties

- Perform a complete health history, including obstetric, gynecologic, contraceptive, medical, surgical, family health psychosocial and record findings accurately and succinctly.
- Perform a comprehensive physical examination with special emphasis on the reproductive system including breast examination, pelvic examination, collection of the Papanicolaou and sexually transmitted infection specimens, microscopic diagnosis of vaginitis, bimanual and recto-vaginal examinations, and other types of more specialized procedures as may be indicated by medical policy, experience and credentials/privileges.
- Assess for evidence of domestic violence as well as sexual, verbal, physical or mental abuse.

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- Recognize emergency situations and initiate and direct emergency care.
- Provide relevant health instruction to include family planning nutrition, sexual counseling and principles of health promotion and maintenance.
- Collaborate with the health team and other community agencies and resources through joint planning and coordination of activities in providing comprehensive care (e.g. physicians, local health departments, social service, nutritionist, and parent education groups.)
- Order, interpret and evaluate tests to identify and assess patient clinical problems and health care needs.
- Record physical findings and formulate plan and prognosis based on patient's condition.
- Discuss case with Lead clinician and/or Medical Director as necessary to prepare comprehensive patient care plan.
- Submit health care plan, treatment and documentation of individual patients for periodic review and evaluation by Medical Director.
- Order appropriate treatments, medications consistent with AEC Standards and Guidelines, CDC STI Guidelines, AEC Drug Formulary, and the Department of Health Services of the State of Texas Standards of Care.
- Perform patient evaluation and follow-up along with related medical duties participating in a team approach to patient care of abnormal pap smears, positive STI tests or other abnormal findings or tests.
- Interpret medical policies and procedures to staff as necessary, supervise the performance of center staff and assure adequate training consistent with objectives.
- Assist Lead Clinician in development of medical standards, when needed, to supplement AEC Standards and Guidelines.
- Communicate change or updates in agency protocol, policies and procedures to center staff.
- Refer patients to physicians for consultation or to specialized health resources for diagnosis/treatment.
- Assist in conducting orientation, training, and workshops for clinical staff.

Customer Service Responsibilities

Responsible for providing excellent customer (internal/external) and client service. Be an active participant in taking steps to improve customer/client satisfaction. Providing excellent service includes but is not limited to:

26. Answering telephones promptly (ideally within three rings) and professionally by identifying yourself and the organization and routing/transferring telephone calls to the appropriate staff member while minimizing hold times and dropped calls.
27. Access messages left on the telephone voicemail system on a daily basis and respond as needed.
28. Demonstrating proper active listening techniques by making appropriate eye contact and allowing the speaker to finish their sentences without cutting them off.
29. Responding promptly to inquiries, concerns or complaints as appropriate.
30. Directing unresolved customer issues to the appropriate resource for resolution in a timely manner.

Quality and Risk Management Responsibilities

Responsible for being knowledgeable of and complying with the organization's Quality and Risk Management program. Understands quality compliance and risk related compliance components that are specific to the role, department and organization. Responsible for utilizing all available general and specific occurrence reporting mechanisms for reporting any issues, concerns or deviations in the area of risk or quality compliance.

Productivity Responsibilities

Responsible for being knowledgeable of and contributing to the achievement of the department/organization's productivity objectives. Is an active participant in taking steps to identify and address situations which will improve productivity and efficiency. For example, provides feedback and input toward improving scheduling process, client flow, appointment scheduling, clinician downtime, etc.

Revenue Responsibilities

Responsible for being knowledgeable of the role this position plays in the billing and collections cycle for the organization. Responsible for ensuring tasks performed contribute towards improving the organization's revenue cycle process. Is an active participant in reducing revenue cycle times and contributing to the achievement of the organization's revenue cycle objectives.

g. AEC's HTW budget will use cost analysis per clinic site, defining costs for each service provided plus overhead. Internal automated reports will assess the number of clients served, the type of contraceptives patients utilize, and the number and type of tests performed. Costs factor into the over-all agency budget then divided by individual clinics, each with their own projected expenses and revenues. The COD and clinic managers will each receive copies of their budget for implementation and monitoring.

The CFO will monitor revenue and expenses on a monthly and quarterly basis. Billing staff will provide monthly financial data on expected revenue from TMHP. The CFO will use this information to prepare a running balance on the budget revenue, sharing with the CEO, COD, and clinic managers. The CFO develops monthly financial statements per center site and overall budget usage. Key administrative and management staff, particularly the COD and center managers, review the reports adjusting their budgets as required. The COD may adjust upcoming clinic schedules, based on this financial information.

The agency uses Sage MIP Fund accounting software, designed for non-profit management and monitoring of funds. The CFO uses this feature to input all revenues and expenses by projects or programs categories, allowing for individualized program tracking. AEC has the capacity to review all revenues and expenses through the general ledger and can print financial statements by projects and or programs, as will be the case for the HTW program.

Quality Assurance/Quality Improvement:

The Quality and Risk Management program is vital to the organization's structure to maintain the integrity of the services that Access Esperanza Clinics (AEC) offers. The CEO is the organization's backbone and oversees the QRM Coordinator (QRMC). A Registered Nurse (RN, MSN) currently serves as the QRMC, working to ensure policies and procedures are held to the highest standard and that the agency continues to improve all processes. The Clinical Operations Director (COD) works closely with the QRMC to test standards against the national average and identifies areas needing closer observation. The internal program is not self-limited to one person; it involves everyone in the agency. All department directors, clinical staff, and billing personnel participate in the quality improvement process through continuing education, training, and audit activities.

The QRM committee, consisting of the Medical Director, department directors, and representatives from clinicians and other clinical staff, meets quarterly. The committee reviews current audit findings and recommendations and makes suggestions as needed for action plans. The committee provides input on needed trainings and staff development. Minutes from committee meetings are kept on file and made available to all staff. The QRMC looks for trends on follow up systems and point-of-care audits. Trends are noted and presented to the QRM Committee for review and possible action.

In specific area audits, the QRMC gathers and analyzes qualitative data, preparing reports with action plans for improvement. The Medical Director reviews all plans of action and provides feedback as per clinical standards. The Medical Director may direct clinicians via conference call or with onsite visits when training issues arise or when clinicians require technical medical assistance.

The most frequently audited areas are those that bring the highest risk to the agency. AEC offers moderate to complex services, such as LARC insertions and removals, along with Essure procedures. Due to their sensitive nature, the QRMC conducts these audits more frequently, either biannually or quarterly.

AEC strives to achieve 95 percent or greater compliance in all areas audited, such as abnormal cervical screening follow up, abnormal breast imaging correlation, colposcopy correlation, STI and lipid testing and treatment processes, pharmacy compliance, and proficiency testing as required by CLIA. Other audits focus on education, training, finance, billing, collections, and documentation. Independent audits required for fiscal management are separate from the medical QRM program and are reported to the AEC Board of Directors for accountability.

Once an area is identified as problematic, a root cause analysis system determines if the error or area of weakness is agency-wide or is specific to one or more individuals. The action taken often requires training or re-training with one or all individuals. When the system is the cause of the problem, such as formatting or billing system errors, then the department directors take action to resolve the problem, training staff on corrections. The QRMC audits the new systems within a short period of implementation to ensure the systems or processes are corrected. Policies are revised as needed with system changes.

Clinic staff conduct written client satisfaction surveys, with a minimum of 150 surveys collected annually and more frequent if deemed necessary to ensure client satisfaction.

The QRMC compiles the data and presents a report to the QRM Committee for review. Community outreach workers conduct at least 100 client satisfaction surveys each year by phone, reporting annually to the QRM Committee. Any client reports of dissatisfaction with services are directed immediately to the COD for follow up. Using volunteers, the Community Services Department conducts quarterly phone secret shops. Volunteers posing as clients call clinic and appointment staff to determine whether agency and funding program information is properly given and to assess customer service. Supervisors and the COD receive call recordings and an activity report for review and action if needed.

Clinic staff report adverse events, such as negative client reactions to injections, to the COD as soon as the client's safety is secured. The COD and QRMC investigate the event for possible cause and clinic staff response. If needed, the COD takes staff corrective action. The QRMC monitors for frequency and type of adverse events, looking for trends. Reports are made as needed to the Medical Director and the QRM Committee.

The Medical Standards and Guidelines (MS&G) are the agency protocols for medical services. Based on evidence-based science and peer reviews, the Medical Director gives final approval before implementation. Medical Standards and Guidelines comply with state laws and requirements allowing the agency's licensed clinicians to practice under their respective licensing board. Protocols can change when the American College of Obstetrics and Gynecology (ACOG) updates new supporting evidence to change in practice. AEC utilizes UptoDate®, which offers peer reviewed protocols ready for protocol use. The QRMC monitors ACOG and UptoDate® for protocol updates. Once a needed change is identified, the clinicians, QRMC, and Medical Director discuss implementation into the clinics. The QRMC updates manuals to reflect changes. The agency updates Standing Delegation Orders (SDO) as needed, with clear guidance from the Medical Director. The QRMC tests lab values to confirm parameters are within test ranges, as per CLIA regulations. The Medical Director ensures updated values in the SDOs. Clinicians sign acknowledgments on manual updates for both SDOs and MS&Gs. This ensures communication takes place between all who use the manuals. QRM is charged with

ensuring staff are trained to recognize protocols and updates and updating audit criteria to reflect protocol changes.

AEC will monitor HTW activities through three new chart audits, spaced throughout the project period. Each audit will review a minimum of 20 charts of HTW clients at each of AEC's five clinics. Audits will monitor for compliance of program requirements, including provision of appropriate services and counseling and provision of LARCS. These chart audits will also assess compliance with agency policies, including its Medical Standards and Guidelines, Standing Delegation Orders, and Standard Operating Procedures. To monitor HTW billing, AEC will conduct three additional audits throughout the project period to review compliance. Each audit will review least 20 client billings for each clinic. After completion of each audit, the QRM will share findings at the following quarterly Quality and Risk Management Committee meeting. Staff not meeting at least 90 percent compliance in any area will receive corrective training. The QRM and the QRM Committee will assess for agency-wide trends of noncompliance. If this is the case, the QRM will conduct reaudits, with retraining of staff as needed.

Professional Development

a. To ensure competency with the HTW program requirements, AEC will conduct at least three training sessions to ensure staff understanding about covered services, client eligibility, and program billing. AEC will request assistance from regional HHSC staff for the initial training session. The Clinic Operations Director (COD) and Chief Financial Officer (CFO) will lead subsequent trainings, based on audit findings of staff competency in program areas. Trainings will also address program goals and objectives, administering the screening tool, submitting client applications, and documentation. The COD and CFO will administer a written test during the first six months of the project to assess staff's program knowledge. All administration, clinic, appointment, and billing staff will score 90 percent or better on this written exam.

Community Services Department staff will conduct three separate trainings during the project year for promotoras. Promotora trainings will focus on program services, eligibility, and setting clinic appointments for clients. The Education Supervisor will develop and administer a written test within the first six months of the project to assess promotoras' knowledge in these areas. Promotoras will each score 90 percent or better on this written exam.

Within the first two weeks of hire, new clinicians, non-licensed clinical staff, outreach workers, and billing employees will receive a training overview on the HTW program. Each will also receive individualized program training in their respective work areas.

To monitor program compliance, the QRM Coordinator will conduct a minimum of three chart and billing audits by end of project year. Each audit will review at least 20 charts and client billings for each clinic site. The Community Services Department will conduct quarterly phone secret shops. Volunteers posing as potential clients will call each clinic site and each appointment clerk to assess correct information given to clients and assess customer services skills. Based on audit and secret shop findings, individual staff retraining will take place as needed. Findings will also lead overall staff training on the project. Supervisors will address billing errors as they occur with individual staff.

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Supervisors will monitor outreach and marketing staff in the field for accuracy of information presented, with correction given as needed.

Medical staff meets monthly for training and for updates on agency business. Representatives from pharmaceutical companies, local health professionals, and agency directors lead trainings to increase knowledge on contraceptive methods, STI prevention and treatment, intimate violence prevention, customer service, client-centered care, and other health and agency related topics. The Pharmacist provides staff training at least annually on pharmaceuticals used in women's health and family.

AEC works to ensure communication is not a barrier to services. Many of AEC's clients have limited English skills. AEC hires clinical staff with strong skills in both English and Spanish in order to meet client's needs for education and competent service delivery. Client intake forms are developed at a sixth grade reading level; staff assists those with literacy issues. All of AEC's client materials, informational sheets, pamphlets, and consent forms are available in both English and Spanish. Language Line, a professional translation company, allows for wider range of languages, including sign language, be used in client communication. Clinic forms are developed to be sensitive to LGBTQ+ people. All materials used in community outreach are available in English and Spanish.

b. Melinda Cruz, COD and Norma Garza, CFO will attend required HHSC trainings for the HTW program. Particio Gonzales, CEO and Kathryn Hearn, Community Services Director may additionally attend or may substitute in case the COD or CFO are not available for the required trainings.

Recruitment

Community education and outreach projects complement the agency's medical services. Three full-time and six part-time staff currently work in the Community Services Department to promote the agency's family planning and preventive health care services. Funding comes primarily from private foundations, including long-time support from The Clayton Fund and Peirels Foundation and more recently from the Argosy Foundation. Title X also funds part of the education program.

Through the HTW project, AEC will expand outreach activities, reaching at least 15,000 people during the project year, a 25 percent increase over 2015. AEC will hire an Outreach Coordinator and a Marketing Specialist, who will focus their efforts on reaching and recruiting potential HTW clients. Current promotoras will continue their outreach and promotion activities, recruiting clients for HTW and other funding projects.

AEC will expand its outreach to the county's five college campuses and 12 trade schools. The Outreach Coordinator will oversee campus outreach activities and those in the community that target young adult females. During the project period, AEC will conduct monthly outreach at each of the four South Texas College campuses and will collaborate with student organizations at the Weslaco and McAllen Pecan campus on at least one event each semester. AEC is already developing contacts and networks of like-minded student groups on these campuses. Staff will outreach to students at trade schools in the area at least once each school quarter.

AEC will continue its eight-year partnership with the Access for Sex Ed student organization at UTRGV, employing a university student as the Campus Health Educator (promotora peer health educator). This part-time staff member leads the student

organization's 10 plus member's work on campus. Weekly membership meetings during the fall and spring semesters include educational sessions on reproductive health topics. The Campus Health Educator presents information on different contraceptive methods and STIs each week, with time for questions from members. Access for Sex Ed members are volunteer ambassadors for AEC's clinics, distributing agency information to peers. At least once each semester, the group will discuss the agency's appointment system and funding program eligibility. With staff support, members have developed quarter-page flyers with AEC clinic information and condoms to distribute to students. In 2015, staff and student volunteers distributed over 3,000 condom flyers and 5,000 AEC services cards at the UTRGV campus and to young adults in the community.

The new Outreach Coordinator will work with the Campus Health Educator to recruit at least 10 additional UTRGV student volunteers during the project period. They will conduct weekly campus outreach to promote AEC's HTW services. They will also create new partnering opportunities with other student organizations' activities. The Outreach Coordinator and Campus Health Educator will organize volunteers to conduct outreach at community events such as concerts, comedy events, and conventions geared for young adults.

AEC will hire a Marketing Coordinator, who will promote the HTW project to women working part-time or at small businesses that do not provide health insurance and on social media. Staff will develop packets of information about AEC's clinics and HTW benefits and eligibility information. Working with local chambers of commerce on strategy, the Marketing Coordinator will distribute packets to at least 30 local businesses, with priority for those with the largest women work forces.

AEC is already active on Facebook, with over 800 "friends" engaged on its main page and over 1,000 "friends" on the Access for Sex Ed page. Many local teens and young adults are now more active on the Instagram and Snapchat sites. The Marketing Coordinator will create and manage new agency pages on these sites, purchasing advertising on targeted posts for all of AEC's social media pages. All social media pages will promote preventive health care, family planning, clinic services, and the HTW program. Paid advertising or "boosted" posts will specifically promote HTW.

Staff will develop a wallet-sized card promoting HTW services, benefits, and participant eligibility. These cards will be designed in both English and Spanish and distributed at all outreach events. The cards, along with AEC's services cards, will also be available at all clinic sites for clients to take and share with friends and family.

During the project period, outreach workers will participate at least 60 community events, distributing clinic information and setting clinic appointments. Additional marketing on social media sites, both paid and free, will also increase awareness of services to a minimum of 5,000 people in the Hidalgo County community.

The agency's longstanding Entre Nosotros (Between Us) Project is one of the oldest and most successful promotoras (peer community outreach worker) projects in the state. Seven staff promotoras work in Entre Nosotros, most with at least four years of outreach experience and one with 18 years of experience. The project has an extensive network of resources and participates in many events community-wide.

Promotoras promote the value and many benefits of family planning. During the project period, Promotoras will continue to assist people in making appointments at AEC clinics. In

2015, promotoras assisted in making 1,817 appointments, with 722 clients directly linked to services.

Four Entre Nosotros promotoras are clinic-based, each working and sometimes living in an area AEC serves. They focus primarily on making appointments for their designated clinic but, depending upon client need, can make appointments at all clinics. They build relationships in their respective neighborhoods, both with the other health and social service professionals working in the area and with residents. They get to know their neighbors, learn their concerns, and serve as resources for community needs. Most often, they make appointments for family planning and preventive health services, but they also link people to other services, such as food, housing, and special needs for their children.

Promotoras attend and host neighborhood events, often at county-run Community Resource Centers that offer services from WIC and sometimes the Texas Department of Transportation. The county operates several community centers spread throughout Hidalgo County in low-income and usually rural areas. They are popular meeting sites for exercise, nutrition, and healthy living classes. Promotoras regularly attend the centers' events to table and distribute information. Opportunities for clinic appointments are available at all tabling events.

Promotoras make reminder calls for clients they assist in setting appointments. If a client has challenges getting to the clinic because of transportation or childcare issues, promotoras help problem solve options as a way to encourage attendance. Promotoras also conduct survey calls to clients after clinic visits to assess satisfaction with services, discuss birth control compliance, and respond to concerns. Staff tracks results of client satisfaction survey, giving feedback to appropriate staff.

AEC's part-time San Juan clinic is located within the San Juan Community Resource Center. The center has dedicated areas for AEC to conduct client intake, counseling, and exams. Promotoras and community center staff work together to set appointments for these clinic sessions. Promotoras also assist at clinical sessions doing client intake, explaining funding program eligibility, and making clear the documentation needed to apply.

AEC also hosts two to three family communication workshops a year in these community centers. Center staff assists promotoras in recruiting participants, which include parents and either their puberty-aged boys or girls or teens. Promotoras lead the groups of 15 to 25 parents and children in three-hour sessions to discuss reproductive anatomy, along with learning about the physical and emotional changes of puberty. Older teens also learn the basics of birth control and STI prevention. All parents and teens receive information about AEC clinic services.

Community Service Department staff will set work plans and activity calendars during monthly strategy sessions. Monthly meetings will include training on HTW eligibility and services. Supervisors will ensure outreach staff are trained and presenting accurate information on AEC services, benefits and eligibility for HTW, and the system for making clinic appointments.

Long-Acting Reversible Contraception (LARC) Usage

a. AEC offers a variety of LARC methods, including hormonal and non-hormonal IUDs (Paragard®, Mirena, Liletta®, Skyla®) and the contraceptive implant (Nexplanon®). Availability of service is important to clients, and during the project period, each clinic pharmacy will stock every LARC method.

b. During the contract period, at least 200 women will receive a LARC method at AEC clinics. To achieve this goal, AEC will hire additional clinicians, clinic support staff, and outreach workers. This will allow each clinic to expand clinical sessions from two to at least four each week and make services more accessible to clients. LARCs will be available at every clinical session. All clinicians will be trained, assessed, and approved on insertion and removal of all LARC methods.

AEC's health care assistants and clinicians will continue educating clients on LARCs as highly effective and easy to use birth control method for women needing long-term protection. In 2015, almost 18 percent of AEC's female clients using a birth control method other than condoms had a LARC method. During counseling on reproductive life planning, staff will continue to promote LARC usage as appropriate for clients wanting to delay pregnancy for a year or more.

As a visual tool, staff will use the Bedsider comparison chart showing LARCs as the most effective of the reversible birth control methods. Staff uses demonstration models provided by pharmaceutical representatives to give clients another visual understanding of the methods. Promotoras also use these tools in community outreach to promote LARC availability at all of AEC's clinics.

To help ensure satisfaction, clients receive thorough counseling before receiving any contraceptive method, including LARCs. Using the agency's client information and consent sheets for each method, health care assistants educate on its use, benefits, and possible risks and side effects. Information contained in the client information and consent sheets is based on agency's Medical Standard and Guidelines and CDC information. AEC clinicians will evaluate the client's choice in LARC method to ensure there are no contraindications. Clinicians reinforce the Health Care Assistants' counseling points further encouraging client satisfaction with long-term LARC use.

c. To meet the demands of maintaining qualified and well-trained staff, AEC provides professional development activities to non-licensed clinical staff and clinicians. AEC will provide at least two trainings during the project period to increase clinical staff and clinician knowledge on LARC methods and improve staff counseling skills. Training will also cover terms in Spanish to ensure staff can adequately counsel clients with limited English skills. The COD will schedule training sessions, which will be conducted by LARC pharmaceutical representatives and AEC education and clinical staff. Designed to increase knowledge, these sessions will enhance the staff's ability to promote LARCs or other client-chosen birth control method. At least one training will assess staff knowledge with a written test. The COD will retrain any staff member with an unsatisfactory test score. One of the agency's objectives is to ensure health care assistants can confidently answer client questions during counseling sessions. This will help increase method satisfaction and longevity rates by the priority population. Clinic managers will monitor health care assistants for correct counseling on LARC methods. New clinicians and clinical staff will receive LARC training, assessed, and approval to provide services before working independently in the clinic setting.

Access Esperanza Clinics Inc.

Community Services Department staff will conduct at least one LARC training during the project year for promotoras. A test to assess knowledge will be given after the training. The Education Supervisor will retrain any staff with unsatisfactory test scores. Supervisor monitoring in the field will ensure correct messaging.

FORM I: WORK PLAN

Program Component A				
Program Administration and Management				
Goals: AEC will serve 7,500 women through HTW during the project period.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Ensure accessibility of services by hiring 2 additional clinicians and 6 additional clinic support staff	1.a. Recruit and hire qualified staff, including 2 licensed clinicians, 2 clinic managers, and 4 health care assistants	1.a. 8 new staff hired	1.a. CFO, COD	1.a. 9/1/16
	1.b. Train new staff and assess for readiness for work in the clinics	1.b. All new staff trained and approved for independent work in clinics	1.b. Lead Clinician responsible for training and assessing clinicians; COD responsible for training and assessing managers and health care assistants	1.b. 10/15/16
2. Expand availability of services by increasing average weekly clinic sessions at full-time clinics from 2 to 4 sessions each week	2.a. Adjust monthly clinic calendar to include 2 additional sessions each week at each clinic	2. An average of 4 clinical sessions held each week at each clinic beginning 11/1/16	2. COD	2. 8/31/17
	2.b. Use part-time clinicians as needed			

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement Goals: AEC will ensure compliance with HTW and agency standard requirements				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Monitor quality of care and HTW compliance through a minimum of 3 chart audits 2. Monitor compliance with HTW billing requirements with at least 3 audits	1. Conduct at least 3 chart audits, with a minimum of 20 charts per clinic per audit	1. At least 3 chart audits conducted; results on file	1. QRM Coordinator, COD	1.8/31/17
	2. Conduct a minimum of 3 audits of HTW billing, with a minimum of 20 client billings reviewed per clinic per audit 1., 2. Audit results shared with QRM Committee to make recommendations as needed 1., 2. Staff retraining and reauditing if 90% compliance not met in any area	1., 2. Audit, findings presented at quarterly QRM Committee meetings QRM Committee recommendations on file Staff retraining conducted if 90% compliance not met; reaudit areas showing trends of noncompliance	2. QRM Coordinator, Billing Supervisor	2.8/31/17

FORM I: WORK PLAN

Program Component C Professional Development				
Goals: AEC staff will meet HTW project services and billing requirements.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Host at least 3 trainings, covering billing, program services, eligibility during first 6 months of program	1. a. Conduct at least 3 trainings to include all administration and clinical staff; invite HHSC staff to conduct initial training	1.a. Trainings attendance on logs on file in training manual	1.a. COD, CFO	1.a. b. All trainings conducted by 12/31/16
2. Conduct at least 3 trainings on program services, eligibility, and appointment systems for outreach workers	1.b. Supervisors to train staff not attending group trainings 1.c. Assess staff knowledge with written test, retesting for scores below 90%	1.b. Trainings documented and logged in training manual 1.c. Post tests on file in training manual	1.b. Supervisors 1.c. QRM Coordinator	1.c. Testing completed by 12/31/16
3. At least 2 department directors will attend all HHSC required trainings	2.a Conduct at least 3 trainings for outreach workers during regular monthly meetings 2.b. Assess staff knowledge with written test, retesting staff scoring below 90%	2.a. Training attendance logs on file in outreach binder 2.b. Tests administered and filed in outreach binder	2.a Community Services Director, Education Supervisor 2.b. Community Services Director, Education Supervisor	2.a.b. 12/31/16
	3. 2 or more staff will attend required HHSC trainings in person, conference calls or webinars	3. Attendance documented; training disseminated to appropriate staff	3. CFO, COD, CEO	3. 8/31/17

FORM I: WORK PLAN

Program Component D Recruitment				
Goals: AEC will raise community awareness for HTW services, primarily reaching the priority population of uninsured, HTW eligible women.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
<p>1. AEC will reach a minimum of 15,000 potential clients in community outreach during the project period</p> <p>2. AEC will expand its social media exposure, reaching at least 5,000 people in the community during the project year.</p>	1.a. Two full-time outreach and marketing staff hired, trained and assessed to work independently in the field	1.a. Staff hired and assessed ready for work employee logs on file	1.a. Community Services Director, Education Supervisor	1.a. 10/31/16
	1.b. Staff will conduct outreach at a minimum of 60 community events	1.b. Outreach logs kept on file	1.b. Director, Education Supervisor	1.b. 8/31/17
	1.c. Distribute HTW marketing packets to at least 30 businesses with uninsured female workers	1.c. File kept on locations of packets	1.c. Community Services Director, Marketing staff	1.c. 8/31/17
	2.a. Staff will open and actively manage at least two new social media page sites, reaching at least 2,500 people	2.a., b. Social media activity pages will show numbers reached for both paid and unpaid postings	2. Community Services Director, Marketing staff	2. Community Services Director, Marketing staff
	2.b. Ads on social media will publicize HTW services at AEC clinics, reaching at least 2,500 people			

FORM I: WORK PLAN

Program Component E LARC Usage				
Goals: AEC will increase access to LARC methods for clients.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. At least 200 HTW clients will receive a LARC method at AEC clinics during the project period.	a. All LARC methods, including the IUCs Paraguard, Mirena, Liletta, and Skyla, and the Nexplanon implant will be stocked at each clinic pharmacy	a. Pharmacies' logs on file showing LARCS on inventory	a. CFO, Purchasing Agent	a. 7/1/16
	b. All new clinicians trained and assessed for all LARC method insertion and removal	b. Trainings logged in personnel files	b. Lead Clinician, QRM Coordinator	b. 10/15/16
	c. Clinical staff trained in promoting LARC during reproductive life planning session with clients; Bedsider chart of methods, including LARCs, used	c. Training logs on file in training manual Bedsider charts available at all clinics	c. COD	c. 10/15/16

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Part A

Source of Assessment Data	Date of Each Assessment Source
U.S. Census 2000 and updated estimates	2000 and 2010, 2014, 2015 estimates
Texas Health Data, Center for Health Statistics	2013
Centers for Disease Control and Prevention	2006-2013
DSHS Center for Health Statistics- Behavioral Risk Factor Surveillance System	2010
Guttmacher Institute- Contraceptive Needs and Services	2010
McAllen Area Economic Pulse https://tx-hidalgocounty.civicplus.com/DocumentCenter/Home/View/4158	2011-2015
Texas Secretary of State – Texas Border and Mexican Affairs http://www.sos.state.tx.us/border/colonias	2006
Dallas Women's Foundation- <i>Economic Issues for Women In Texas</i>	2014
County of Hidalgo	2015
Access Esperanza Clinics Inc. Voxent Database System	2015

Part B

1a. Hidalgo County covers 1,570 square miles, with a population density of 472 persons per square mile. The cities of McAllen, Edinburg, and Pharr make up a Metropolitan Statistical Area. Weslaco is the major city on the eastern side of the county. Several other smaller cities and rural communities exist within the county, including as estimated 1,200 colonias, rural communities characterized by inadequate infrastructure. Hidalgo County has the highest concentration of colonias of any county in the U.S.

According to the Lower Rio Grande Valley Development's Regional Strategic Plan 2009- 2014, "The southern half of the county is more densely populated and contains twenty-one of the county's incorporated municipalities and virtually all of its manufacturing and business operation. The northern half is sparsely populated and is still largely agricultural."

1b. With a population of 842,000, Hidalgo County has the eighth largest population in the state. Projections are for a steady growth rate, led by a higher than average birth rate and continued immigration into the county. An estimated 250,000 Hidalgo County residents live in colonias; they are twice as likely as other residents to be uninsured and have limited English skills.

Hidalgo County's population is young. The median resident is 29 years of age, versus 33.6 for Texas. About a third (33.6 percent) of residents are under age 19, and about half (51 percent) of the county's population is female. Nine out of ten residents are of Hispanic origin, and over a quarter (28.9 percent) is foreign born, with 32.9 percent reporting a lack of English skills.

Access Esperanza Clinics Inc.

A highly agricultural area, Hidalgo County is home to one of the largest farmworker populations in the nation. Farmworkers follow harvest seasons elsewhere in the country, often leaving the area in the fall and returning late spring.

1c. The county's poverty rate is one of the highest in the nation. Over a third- 33.5 percent- of residents live at or below the federal poverty level, compared to 17.2 percent in Texas and 14.8 percent in the U.S. The county's median household income is \$34,952, and per capita income is \$14,525, compared to incomes of \$52,576 and \$26,513, respectively, in Texas. Less than two-thirds (62.2 percent) of adults over age 25 are high school graduates, and less than a quarter (16.4 percent) have received college degrees.

While seeing a steady decline during the past few years, Hidalgo County's unemployment rate of 7.3 is still chronically higher than the state's rate of 4.5 percent. Government (25 percent), education and health services (25 percent), and trade, transportation, and utilities (20 percent) are the largest employers in Hidalgo County.

1d. Hidalgo County ranks 21 out of 241 Texas counties for health outcomes and 214 in factors that influence health. Among urban counties in the U.S., Hidalgo County has the highest rate of uninsured residents (38.9 percent) and the highest rate of uninsured adults (51 percent). Some 32 percent of residents report not seeking medical care because of cost.

HRSA designates Hidalgo County as a Health Professionals Shortage Area (HPSA) for primary medical care, dental, and mental health, and a Medically Underserved Area/Population (MUA), due to economic, cultural, and linguistic barriers to health care. The primary care provider rate is among the worst in the nation at 55.4 (per 100,000 people).

Deaths due to coronary heart disease are in the nation's worst category at 143.3 per 100,000 people. Of adults living in Hidalgo County, 13.1 percent live with diagnosed diabetes. Over one third (37 percent) of adults are obese, which places the county among the worst 10 percent in the nation. The prevalence of recommended physical activity is in the worst 25 percent of all counties.

2.e. AEC will target uninsured women residents throughout Hidalgo County for this project. The focus will be on women in their reproductive years, who meet program eligibility. The majority of the priority population lives in or nearby its four largest cities of McAllen, Edinburg, Mission, and Weslaco. AEC strategically operates clinics in each of these cities, which are spread throughout the southern part of the county, from east to west. This has shown effective, as client census is consistent among clinic sites, each serving between 20 to 27 percent of all clients.

2f. The priority population suffers even lower socioeconomic conditions than do their male counterparts. Females in the McAllen metro area are more likely to live in poverty and have higher housing burden than do males. Female-headed households make up 29 percent of all households in the McAllen area but represent 45 percent of all households in poverty. Even when working in similar job areas, women earn less. Women are most likely to work in ambulatory health care services as medical assistants, secretaries, or licensed nurses. Males working in this occupational sector earn twice as much. Three fourths (75

percent) of single-mother families in the McAllen area who rent their homes spend at least 30 percent of their income on housing costs, compared to 45 percent of single-father households.

2g. Pregnancy rates in Hidalgo County for teens and women overall have declined in recent years, though both remain chronically high. Hidalgo County has one of the worst teen birth rates in the U.S. at 79.2 births per 1,000 to teens ages 15 to 19. In 2013, the county's teen pregnancy rate was 23.4 for per thousand teens 13-17 years of age. In the same year, the pregnancy rate for women ages 15-44 was 95.1, compared to Texas' average of 81.1.

The Guttmacher Institute estimates that in 2010, 94,760 Hidalgo County women needed contraceptive care. Of the county's women in need, 45,820 (48 percent) lived below 200 percent of the federal poverty level (FPL), with 25,960 (56.6 percent) living at 100 percent of FPL. Approximately 94 percent of the women in need were of Hispanic origin.

Local health professionals report a lack of access to health services and a high uninsured rate as reasons many Hidalgo County women do not receive preventive health care. The county faces a shortage of health professionals, including those in family practice, general practice, and gynecology.

2h. In 2015, AEC provided clinic health services to 9,987 clients, both male and female. Ninety percent of clients were female. About 80 percent of clients lived at or below 100 percent of the FPL, and 11 percent had household incomes of 101 to 200 percent of the FPL. Half of clients served were aged 20 to 29. AEC is experienced in working with the proposed priority population. About 30 percent of AEC's female clients are enrolled in the Texas Women's Health Program (TWHP).

Of the 9,051 female clients AEC served in 2015, 80 percent (7,150) received a contraceptive method. The number of clients receiving other services included 7,041 physical exams; 3,208 pregnancy tests; 2,898 Pap tests; 6,710 clinical breast exams; 6,839 chlamydia/gonorrhea tests; 6,331 HIV tests; and 474 syphilis tests.

3. Lack of transportation is a major barrier to services, as reported by health professionals and the priority population alike. AEC's clinics are strategically located throughout the large Hidalgo County area to cover the highest population concentrations and reduce travel barriers for services. The client residency is evenly divided among clinic site. Each full-time clinic serves between 20 to 27 percent of all clients. The San Juan clinic provides access to services for a large rural community.

Most public high schools offer little sex education. Those with sex education classes are often directed abstinence programs that discourage contraceptive use. As a result, many in the priority population know little about how to plan their families, and negative myths about birth control abound. AEC's outreach workers promote the many benefits of family planning, along with teaching on correct birth control usage. For many of the 10,000 people they reach each year, these are the only accurate and positive messages they hear on contraception. Outreach workers follow up with messages to encourage clinic appointments.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 1 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 1 of 5

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Edinburg Clinic			
Street Address: 302 S. Veterans Blvd.		Suite:	
City: Edinburg	County: Hidalgo	Zip Code: 78539	HSR: 11
Clinic APPOINTMENT Phone #: 956-688-3700			
Clinic PRIMARY Phone #: 956-383-5084		Fax: 956-383-4772	
Service Area (counties to be served): Hidalgo County			
Contact Person: Herminio Vallejo, Center Manager			
Pharmacy License #: 7137		Class: D	
TPI#: 084423507		NPI#: 1669499026	
Submission date of Medicaid Application:			
Subcontractor Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5	5	6
TUESDAY	10	2	3	5	5	7
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY	9	1				
SUNDAY	closed					
TOTAL HRS/MONTH	180					

Access Esperanza Clinics Inc.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 2 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Access Esperanza Clinics Inc.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 2 of 5

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Rev. Mary English Clinic			
Street Address: 916 E. Hackberry Ave.		B	
City: McAllen	County: Hidalgo	Zip Code: 78501	HSR: 11
Clinic APPOINTMENT Phone #: 956-688-3700			
Clinic PRIMARY Phone #: 956-688-3736		Fax: 956-668-7892	
Service Area (counties to be served): Hidalgo County			
Contact Person: Denise Portugal, Center Manager			
Pharmacy License #: 7139		Class: D	
TPI#: 084423502		NPI#: 1821015280	
Submission date of Medicaid Application:			
Subcontractor Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5	5	6
TUESDAY	10	2	3	5	5	7
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY	9	1				
SUNDAY	closed					
TOTAL HRS/MONTH	180					

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 3 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Access Esperanza Clinics Inc.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Access Esperanza Clinics Inc.
Respondent: _____

Clinic Site # 3 of 5

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	Weslaco Clinic		
Street Address:	901 S. James		
City:	Weslaco	County:	Hidalgo
Zip Code:	78596	HSR:	11
Clinic APPOINTMENT Phone #:	956-688-3700		
Clinic PRIMARY Phone #:	956-968-5039	Fax:	956-968-6631
Service Area (counties to be served):	Hidalgo County		
Contact Person:	Denise Portugal-Center Manager		
Pharmacy License #:	7140	Class:	D
TPI#: 084423506	NPI#: 1770500027		
Submission date of Medicaid Application:			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5	5	6
TUESDAY	10	2	3	5	5	7
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY	9	1	(Bi-monthly)			
SUNDAY	closed					
TOTAL HRS/MONTH	172					

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 4 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Access Esperanza Clinics Inc.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Respondent:

Access Esperanza Clinic Inc.

Clinic Site # 4 of 5

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Rev. Galloway Clinic			
Street Address: 1201 Conway			
City: Mission	County: Hidalgo	Zip Code: 78572	HSR: 11
Clinic APPOINTMENT Phone #: 956-688-3700			
Clinic PRIMARY Phone #: 956-585-4575		Fax: 956-585-0195	
Service Area (counties to be served): Hidalgo County			
Contact Person: Denise Portugal-Center Manager			
Pharmacy License #: 28725		Class: D	
TPI#: 084423503		NPI#: 1396762753	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8	12	1	5	5	6
TUESDAY	10	2	3	5	5	7
WEDNESDAY	8	12	1	5		
THURSDAY	8	12	1	5		
FRIDAY	8	12	1	5		
SATURDAY	closed					
SUNDAY	closed					
TOTAL HRS/MONTH	164					

Access Esperanza Clinics Inc.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Clinic Site # 5 of 5

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Access Esperanza Clinics Inc.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Access Esperanza Clinics Inc.
Respondent: _____

Clinic Site # 5 of 5

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: San Juan Community Clinic			
Street Address: 509 E. Earling Rd.			
City: San Juan	County: Hidalgo	Zip Code: 78589	HSR: 11
Clinic APPOINTMENT Phone #: 956-688-3700			
Clinic PRIMARY Phone #: 956-688-3700		Fax: 956-956-781-5606	
Service Area (counties to be served): Hidalgo County			
Contact Person: Denise Portugal-Center Manager			
Pharmacy License #: 7139		Class: D	
TPI#: 084423505		NPI#: 1841372885	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	closed					
TUESDAY	closed					
WEDNESDAY	8	12	1	5		
THURSDAY	closed					
FRIDAY	closed					
SATURDAY	closed					
SUNDAY	closed					
TOTAL HRS/MONTH	16					

Access Esperanza Clinics Inc.

FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name
of Respondent:

Access Esperanza Clinics Inc.

1. Norma Garza, Chief Financial Officer (CFO) and Melinda Cruz, Clinic Operations Director (COD) coordinate the agency's staff development plan. The CFO oversees human resources, which includes managing new staff orientation, along with scheduling and documenting staff participation in annual trainings required by agency policies and funding sources. The CFO ensures licensing requirements for professional staff are met and logged in personnel files. The COD coordinates training and staff development for the medical department. The COD personally implements a six-week training program for all incoming health care assistants and clinic managers, instructing on the agency's medical standards and guidelines and family planning information. She ensures all medical staff, including clinicians, are assessed and approved on required skills before working independently in their respective jobs. The COD and CFO lead the agency's Team Committee, which does team-building activities throughout the year, including scheduling medical professional and motivational speakers at staff events. The CFO and COD are long-tenured agency staff, with many years of experience in staff development and managing grant projects. The CFO has 26 years of experience supervising the agency's human resources area. The COD has been with the agency for the past 31 years, working in every staff position in the agency's medical department. With that experience, she understands the role and expectation for each job. Both the CFO and the COD regularly attend in-person and webinar trainings provided by the National Family Planning and Reproductive Health Association, HHSC, and the Women's Health and Family Planning Association of Texas.

2. Three AEC staff members conduct billing activities, with one staff working in this area part time. The CFO has current responsibility for training new and ongoing eligibility and billing staff. This responsibility will be shared with the hire of a new Billing Supervisor through the HTW program.

Billing training includes the hands-on teaching of proper billing procedures, CPT Coding/Modifiers, how to use the TMHP system, and the specific requirements for each funding source, including HHSC. With assistance from Nexgen, billing staff also receive instruction on using the agency's Voxent database system. The Billing Supervisor will assess knowledge and skills, with final approval from the CFO, before new billing staff are allowed to independently work. During the project period, the CFO will attend HHSC trainings on HTW billing and will disseminate information learned to all billing staff.

At least three times during the year the Billing Supervisor will conduct eligibility and billing audits, coordinating with the CFO, COD, and QRM Coordinator. Every audit will include a minimum of 20 client billings from each of AEC's five clinics. Based on audit outcomes, the Billing Supervisor will retrain staff as needed, working with individual staff or giving presentations at staff meetings. As needed, the CFO or Billing Supervisor will send updates to all clinical staff through email and inter-company memorandums.

Access Esperanza Clinics Inc.

The Billing Supervisor will be responsible for receiving and disseminating to staff billing updates from other funding sources, including requirements from private insurance agencies and those in the Medicaid managed care system. AEC staff maintains contacts with representatives from insurance companies. The Billing Supervisor will be the agency liaison for HTW eligibility and billing.

As per agency policy, annual training on billing is required for all clinical and administrative staff conducting billing activities. The CFO or an external resource such as HHSC Region 11 staff typically conduct this staff training session to ensure all staff remain knowledgeable on proper billing procedures.

3. AEC will continue its annual staff training needs assessment. Department directors and clinic managers work with their staff to develop a list of training topics for the upcoming year. A written survey asks the following of all staff: "What job specific training would help us perform more effectively in our roles?" and "What professional development training would help us perform more effectively individually or work more effectively as a team?" Directors and managers prioritize topics selecting the top four to submit on behalf of the department or clinic. The CFO and Human Resources Assistant staff compile survey results and coordinate with the COD to develop the annual Staff Development Training Calendar. The training calendar may include additional items recommended by the QRM Committee, based on audit findings and trends from the current year. The Staff Development Training Calendar includes training topics for all staff and may have topics limited to individual departments. Some topics, such as reporting suspected child abuse, are required by agency policy to be conducted for all staff each year. The Human Resources Assistant monitors training compliance on a quarterly basis and submits a summary training compliance report to the QRM Committee. The Mandatory Training Compliance Summary report identifies the required training, the overall number of employees required to complete the training, the number of employees currently compliant with the training, and the percentage of compliance. If audit findings show less than a 90 percent compliance rate, training is provided to staff on an as needed basis.

4. Department directors and supervisors conduct annual performance reviews for all their staff using a standard agency form. New employees receive performance reviews 30 days and six months after hire, then annually with other staff. Performance reviews cover general aspects of staff work, such as being on time and days of work missed. Reviews also assess job duties, staff compliance with program requirements, skill and knowledge in areas of work. The Human Resources Assistant notifies supervisors at least a month in advance of the need for the reviews. Supervisors will in turn notify their staff that a review will be conducted.

Department directors and supervisors complete the written reviews and then meet with their staff individually for discussion of performance issues and training needs. As needed, supervisors document training needs on the performance review. Staff has the opportunity for written comments on the reviews. The Human Resources Assistant processes each staff review form and identifies training trends. The QRM Committee reviews the trends and makes recommendations to add to the Staff Development Training Calendar.

Access Esperanza Clinics Inc.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name
of Respondent:

Access Esperanza Clinics Inc.

Page 1 of 3

Staff Development and Training Calendar July 2016- August 2017			
Month	Trainings Topics	Presenter	Director Responsible
July	HTW- overview, eligibility screening and application procedures, billing	HHSC Region 11, staff educator	M. Cruz, COD
	Promotora training- HTW overview, determining eligibility	Staff educator	M. Leos, Educ. Super.
August	HTW- overview, eligibility screening and application procedures, billing	Staff educator	M. Cruz, COD
	Nexplanon	Merck Rep. - outside trainer	M. Cruz, COD
	LARC counseling skills	Staff educator	M. Cruz, COD
	Promotora training- HTW overview, determining eligibility	Staff educator	M. Leos, Educ. Super.
	Volunteer training- birth control, outreach skills, AEC services	Staff educator	K. Hearn, Comm. Serv.
September	Abnormal Results- follow up systems review	Staff educator	M. Cruz, COD
	Human Trafficking- client counseling	Outside trainer	M. Leos, Educ. Super.
	Billing updates	BSO	N. Garza, CFO
	QRM Program - overview and training	QM	M. Cruz, COD
	Promotora training- appointment procedures	Staff educator	M. Leos, Educ. Super.
	Board of Directors- HTW overview, eligibility	Staff educator	CEO
October	HTW- overview, eligibility billing	Staff educator	M. Cruz, COD
	Phone customer service	Staff educator	K. Hearn, Comm. Serv.
	Reproductive Life Planning counseling skills	Staff educator	M. Cruz, COD
	Sexual Harassment	HR	N. Garza, CFO
	Promotora training- AEC Breast Health Initiative	Staff educator	M. Leos, Educ. Super.
November	Educational materials review and update - staff training	Staff educator	M. Cruz, COD

Access Esperanza Clinics Inc.

Staff Development and Training Calendar

Page 2 of 3

Month	Trainings Topics	Presenter	Director Responsible
	Mirena, Skyla	Bayer Rep.- outside trainer	M. Cruz, COD
	Documentation Do's and Don'ts	Staff educator	M. Cruz, COD
	Promotora training- outreach skills	Staff educator	M. Leos, Educ. Super.
December	Emergency Cart Review and training	Lead Clinician	M. Cruz, COD
	Security - Incident review, report filing update	BSO	N. Garza, CFO
January	Texas Annual Title X Conference - (TBA)	Staff educator	N. Garza, CFO, M. Cruz, COD
	Clinician updates and annual review of MS&Gs	Lead Clinician	Medical Director
	Review of SDOs and SOPs	Staff educator	M. Cruz, COD
	Promotora training- forms and documentation update	Staff educator	M. Leos, Educ. Super.
	Board of Directors - funding programs, eligibility, services	Staff educator	CEO
	New Board of Director orientation	Board, staff educator	CEO
	Volunteer training- birth control, outreach skills, AEC services	Staff educator	K. Hearn, Comm. Serv.
February	Screening for Eligibility- All Funding Programs	Staff educator	N. Garza, CFO
	Title X review	Program director	M. Cruz, COD
	Pharmacy training	Staff educator	O. Esperiqueta, Pharmacist
	Confidentiality and HIPAA updates and training	Staff educator	M. Cruz, COD
	Promotora training- LARCs	Staff educator	M. Leos, Educ. Super.
	Board of Directors- Title X	Staff educator	CEO
March	Child Abuse Reporting Training	Staff educator	K. Hearn
	Personnel manual and updates	Staff educator	N. Garza, CFO
	Promotora training- birth control methods		
	Board of Directors retreat and training	Outside trainer	CEO
April	STD Counseling	Staff educator	M. Cruz, COD

Access Esperanza Clinics Inc.

Staff Development and Training Calendar

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Month	Trainings Topics	Presenter	Director Responsible
	Contraceptive counseling skills- including LARCs	Staff educator	M. Cruz, COD
	Customer Service Training	Staff educator	K. Hearn
	Promotora training- STDs	Staff educator	M. Leos, Educ. Super.
May	Intimate Partner Violence (IPV) Training	Mujeres Unidas - outside trainer	M. Cruz, COD
	Billing updates	Staff educator	N. Garza, CFO
	Promotora training- HIV prevention and testing	Staff educator	M. Leos, Educ. Super.
June	Staff training needs assessment	Staff educator	N. Garza, CFO
	Review of CLIA waived testing - procedures	Staff educator	M. Cruz, COD
	Promotora training- outreach safety	Staff educator	M. Leos, Educ. Super.
July	Team Building	Staff educator	M. Cruz, COD
	LGBT training	Outside trainer	M. Cruz, COD
	HIV updates and training	Outside trainer	M. Cruz, COD
	Promotora training- tabling skills	Staff educator	M. Leos, Educ. Super.
August	Program evaluation	Staff educator	P. Gonzales, CEO
	LARC practice guidelines	Staff educator	M. Cruz, COD
	Promotora training- community resources	Staff educator	M. Leos, Educ. Super

Access Esperanza Clinics Inc.

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

1. AEC plans to serve 7,500 women through this HTW project, more than double its current TWHP client base. To fulfill this goal, AEC will expand outreach activities, reaching at least 15,000 people during the project year, a 30 percent increase over those reached in 2015. Additional marketing on social media sites, both paid and free will also increase awareness of services through HTW.

Three full-time and six part-time staff currently work in the Community Services Department to promote the agency's family planning and preventive health care services. AEC will hire an additional Outreach Specialist and a Marketing Specialist to reach new communities of women needing services, including those on college campuses, women working in small businesses, and to women engaged in social media.

AEC primarily utilizes a promotora (peer community outreach worker) model in its promotional work. The agency's longstanding Entre Nosotros (Between Us) Project is one of the oldest and most successful promotora projects in the state. Seven staff promotoras work in Entre Nosotros, most with at least four years of outreach experience and one with 18 years of experience. The project has an extensive network of resources and participates in many events community-wide.

Promotoras will continue educating on the value and many benefits of family planning. For many low-income people, an education is their most reliable path out of poverty. Family planning helps people space the timing and number of children, allowing them to get an education and have a career that can support their families.

Four of AEC's promotoras are clinic-based, each working and sometimes living in an area AEC serves. They focus primarily on making appointments for their designated clinic but can make appointments at all clinics, depending upon client need. They build relationships in their respective neighborhoods, both with the other health and social service professionals working in the area and with residents. They get to know their neighbors, learn their concerns, and serve as resources for community needs. Most often, they make appointments for family planning and preventive health services, but they also link people to other services, such as food, housing, and special needs for their children.

Two of AEC's promotoras work countywide. During the project period, they will continue to support the clinic-based promotoras in promotion as needed. They will also collaborate on activities with other health and social service agencies such as parental involvement groups, interpersonal violence prevention organizations, and public schools.

Through HTW, AEC will expand outreach to local colleges and trade schools. Hidalgo County has five college campuses, including the University of Texas Rio Grande Valley (UTRGV) in Edinburg and four South Texas College (STC) campuses. AEC will hire a full-time staff educator to oversee outreach on college campuses and in the community to females ages 25 and younger.

Access Esperanza Clinics Inc.

During the project period, AEC will continue its eight-year partnership with the Access for Sex Ed student organization at UTRGV, employing a university student as the Campus Health Educator. This part-time promotora leads the student organization's ten plus member's work on campus. Weekly membership meetings during the fall and spring semesters include educational sessions on reproductive health topics. The Campus Health Educator presents information on different contraceptive methods and STIs each week, with time for questions from members. At least once each semester, the group discusses eligibility requirements of different funding programs.

The Access for Sex Ed student organization will continue to conduct weekly campus tabling and outreach at the UTRGV campus to promote AEC's services and reproductive health in general. With staff support, members have developed quarter-page flyers with AEC clinic information and condoms to distribute to students. These flyers are used in weekly outreach and other activities. In 2015, staff and volunteers distributed over 3,000 condom flyers and 5,000 AEC services cards on the campus and to young adults in the community.

The new Outreach Coordinator will oversee all college campus activities. This staff member will work with the Campus Health Educator to recruit at least 10 more student volunteers and create new partnering opportunities with other student organizations. The Outreach Coordinator will also increase outreach at the other college and technical campuses in the area. AEC is already developing contacts and networks of student groups on South Texas College (STC) campuses in Weslaco and McAllen. With this additional staff member, AEC will have the flexibility of attending at least monthly outreach events on each campus. The Outreach Coordinator will also work with STC professors on giving presentations for their health classes. The Outreach Coordinator and Campus Health Educator will organize volunteers to conduct outreach at community events like concerts, comedy events, and conventions geared for young adults. By the end of August, staff will send a media release to appropriate press in the community announcing the introduction of the program.

AEC will hire a Marketing Coordinator, who will promote the HTW project to women working part-time or at small businesses that do not provide health insurance and on social media. Staff will develop packets of information about AEC's clinics and HTW benefits and eligibility information. Working with local chambers of commerce on strategy, the Marketing Coordinator will distribute packets to local businesses in every city AEC has a clinic site, with priority for those with the largest work forces.

AEC is already active on Facebook, with over 800 "friends" engaged on its main page and over 1,000 "friends" on the Access for Sex Ed page. Local research indicates teens and young adults are now more active on the Instagram and Snapchat sites. The Marketing Coordinator will create and manage new agency pages on these sites, purchasing advertising on targeted posts for all of AEC's social media pages. All pages will promote reproductive health issues, clinic services, and the HTW program. Paid advertising or "boosted" posts will specifically promote HTW.

AEC will use culturally sensitive materials in outreach. Whether produced in-house or secured from reliable vendors, all brochures and flyers distributed will be available in English and Spanish. Staff will develop a wallet-sized card promoting HTW services, benefits, and participant eligibility. Promotoras will use these cards in outreach events and make them

Access Esperanza Clinics Inc.

available at all clinic sites for clients to share with friends and family. Staff will use flyers from Bedsider during all outreach events and at all clinic sites to promote LARCs.

At monthly strategy sessions, Community Service Department staff will set work plans and activity calendars. At least three meetings will include training on HTW eligibility and LARC information, with testing at least once on each topic to assess knowledge. All staff will score 90 percent accuracy or better on each post-training test. Supervisors will monitor promotoras in the field for accurate information on AEC services, HTW benefits and eligibility, LARCs, and the clinic appointments system.

2. AEC will continue its long history of collaborative projects with other agencies. During the grant period, special projects will include:

- Hidalgo County- A 17 year partnership, Hidalgo County provides dedicated space at their San Juan Community Resource Center for AEC to conduct weekly to monthly clinical exam sessions. Promotoras work with the San Juan center staff in promoting clinic services. AEC also promotes clinic services with staff at Community Resource Centers in Alton, San Carlos, Alamo, Monte Alto, and Progreso.
- Mujeres Unidas- AEC partners with Mujeres Unidas in the annual observance of National Domestic Violence Month and Child Abuse Awareness Month. AEC participates in tabling events, a candle light vigil, and a 3K run/walk event. Staff gives monthly presentations for women in the Shelter and Transitional Housing programs.
- Valley AIDS Council (VAC), STEP- AEC participates year around in VAC's condom awareness and free condom distribution program. VAC provides approximately 20,000 condoms each year for AEC volunteers to bundle in packets of 10, including poly male and female condoms. AEC distributes the condom packets at its clinics, and both VAC and AEC promote availability of the free condoms. An AEC staffer is a board member of the South Texas Equality Project (STEP), which promotes LGBTQ+ health, safety, and community issues. AEC assists STEP in hosting the largest LGBTQ+ community fair in the Rio Grande Valley, with over 2,000 attendees.
- Access for Sex Ed- The student organization at UTRGV conducts weekly tabling and outreach on campus to promote healthy sexuality and AEC's clinic services. The Campus Health Educator leads educational sessions during the group's weekly meetings.
- University of Texas Rio Grande Valley Student Health Services- AEC partners with the university's peer health educators at the Edinburg campus on outreach projects throughout the year. AEC is an event organizer with the university's annual GYT (Get Yourself Tested) STI awareness campaign. Staff educators, along with members of the Access for Sex Ed student organization, help implement educational games during outreach, give presentations at residence halls, and direct people to free testing services at the university and AEC.
- University of Texas Rio Grande Valley Nursing Department- AEC partners with the university's nursing students at their annual community health fair. AEC provides birth control and STI education and promotes AEC services.

Access Esperanza Clinics Inc.

- National Latina Institute for Reproductive Health (NLIRH) - AEC provides presentations and tabling events at five local colonias where the National Latina Institute has established colonia leaders. AEC participates in NLIRH's annual International Women's Rights Day March and Rally.
- Doctor's Hospital at Renaissance Health System – AEC collaborates with Doctor's Hospital and participates in their annual DHR Community Health Fair.
- LUPE- AEC tables at monthly meetings, conducts outreach during LUPE's annual Cesar Chavez March and fair, and provides presentations in colonias.
- AVANCE- AEC collaborates with AVANCE's parenting groups at two colonia sites to provide monthly presentations and appointments to AEC.
- ARISE- AEC participates in the annual Dia de los Niños march and community fair. Promotoras give presentations on services at three colonia sites.
- New Hope shelter- AEC collaborates with this shelter for newly arrived unaccompanied youth by providing monthly presentations.
- Law Enforcement Agencies – AEC participates in the yearly National Night Out community events sponsored by Hidalgo Co. Sherriff's Department, the City of McAllen Police Department, the City of San Juan Police Department, and the City of Hidalgo Police Department. National Night Out is observed the first Tuesday of August and/or October.

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Location

Topics - Presented by Community Services Staff,
Student Health Educator, and Promotoras.

July 2016

Community groups/Agencies/Schools/Businesses

South Texas Vo-Tech	AEC & HTW services, Birth Control, STI's
Mexican Consulate Office	AEC & HTW services
Mujeres Unidas Shelter	AEC & HTW services, Breast Health
Boy's and Girl's Club Teen Program	AEC & HTW services, Healthy Relationships
AVANCE	AEC & HTW services
New Hope Shelter	AEC & HTW services
Alamo Community Center	Teen Workshop, AEC & HTW services, Birth Control, STIs
Las Palmas Community Center	Teen Workshop, AEC & HTW services, Birth Control, STIs
San Juan Community Center	AEC & HTW services, Birth Control

Health Fairs/Tabling Events

LUPE	Community Fair- AEC & HTW services
Progreso Community Center	Community Fair- AEC & HTW services
Alton Community Center	Community Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 15 locations	" "

Alamo, Alton, Donna, Edinburg, Hidalgo, McAllen, Mercedes, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

August 2016

Community groups/Agencies/Schools/Businesses

Parental Involvement- Valley View	AEC & HTW services, Birth Control
ARISE Program	AEC & HTW services
Hidalgo Co. Head Start Program	Employee In-service meeting- AEC & HTW services
LUPE program-Mercedes	AEC & HTW services, Birth Control
Hidalgo Co. Housing, Weslaco	AEC & HTW services
New Hope Shelter	AEC & HTW services, Puberty
Alamo Community Center	AEC & HTW services, STIs
San Juan Community Center	AEC & HTW services, STIs

Health Fairs/Tabling Events

Hidalgo Co. Sherriff's Department	National Night Out- AEC & HTW services
City of McAllen Police Department	National Night Out " "
San Carlos Community Center	Back to School Fair " "
Progreso Community Center	Back to School Fair " "
San Juan Community Center	Back to School Fair " "
PSJA ISD	Back to School Fair " "
UTRGV Campus	AEC & HTW services
First United Methodist Church-Pharr	Community Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 15 locations	" "

Alamo, Alton, Donna, Edinburg, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

September 2016

Community groups/Agencies/Schools/Businesses

Salinas Elem. Parental Involvement	AEC & HTW services, STIs
Mujeres Unidas Transitional Housing	AEC & HTW services, Birth Control
Lucas Elem. Parental Involvement	AEC & HTW services, Birth Control
New Hope Shelter	AEC & HTW services, STIs
Alamo Community Center	AEC & HTW services, Birth Control
San Juan Community Center	AEC & HTW services, Birth Control

Health Fairs/Tabling Events

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Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

September 2016, continued:

UTRGV Campus	AEC & HTW services
South Texas College (2 campuses)	AEC & HTW services
Hidalgo Co. Housing Fair	AEC & HTW services
Visiting Nurses Partnership Program	Family Fair- AEC & HTW services
Colonias/Neighborhoods	
San Carlos	Door-to-door outreach, AEC & HTW services
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "
Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco	
Businesses/Chambers of Commerce	
McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

October 2016

Community groups/Agencies/Schools/Businesses

South Texas College	AEC & HTW services, Birth Control, STIs
South Texas Vo-Tech	AEC & HTW services, STIs
Parental Involvement- Donna ISD	AEC & HTW services, Birth Control, Breast Health
Salinas Elem. Parental Involvement .	AEC & HTW services, Breast Health
New Hope Shelter	AEC & HTW services, Birth Control
Alamo Community Center	AEC & HTW services, Breast Health
San Juan Community Center	AEC & HTW services, Breast Health
Health Fairs/Tabling Events	
South Texas College	Breast Cancer Awareness Fair-AEC & HTW services
UTRGV Border Health Office	Breast Cancer Awareness Conference/Fair- AEC & HTW services
Weslaco ISD	Annual Harvest Fair- AEC & HTW services
City of Hidalgo Police Dept.	National Night Out Fair- AEC & HTW services
Mujeres Unidas	Domestic Violence Virgil & Fair- AEC & HTW services

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of

Respondent: Access Esperanza Clinics Inc.

October 2016 continued:

Progreso Community Center

Breast Cancer Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos

Door-to-door outreach, AEC & HTW services

Progreso

" "

San Juan

" "

Weslaco

" "

McAllen

" "

Mission/Alton

" "

Alamo

" "

WIC Offices in 21 locations

" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen

Monthly events, AEC & HTW services

Pharr, San Juan, Alamo

" "

Weslaco

" "

Edinburg

" "

Mission

" "

November 2016

Community groups/Agencies/Schools/Businesses

Weslaco East High School

AEC & HTW services, STIs

Monte Alto Community Center

AEC & HTW services, Birth Control

New Hope Shelter

AEC & HTW services, Puberty

San Juan Community Center

AEC & HTW services, Birth Control

San Carlos Community Center

AEC & HTW services, Birth Control

AVANCE

AEC & HTW services, Birth Control, STIs

Health Fairs/Tabling Events

UTRGV Campus

AEC & HTW services

Hidalgo Co. Head Start Fair

AEC & HTW services

San Juan Community Center

Diabetes Awareness fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos

Door-to-door outreach, AEC & HTW services

Progreso

" "

San Juan

" "

Weslaco

" "

McAllen

" "

Mission/Alton

" "

Alamo

" "

WIC Offices in 21 locations

" "

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

November 2016 continued:

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

December 2016

Community groups/Agencies/Schools/Businesses

San Juan Community Center	AEC & HTW services
Progreso Community Center	AEC & HTW services
Mission ISD Parental Involvement	AEC & HTW services, Birth Control
PSJA Early College High School	AEC & HTW services
New Hope Shelter	AEC & HTW services

Health Fairs/Tabling Events

South Texas College	World AIDS Day Fair- AEC & HTW services
UTRGV Campus	AEC & HTW services
LUPE	Christmas Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

January 2017

Community groups/Agencies/Schools/Businesses

South Texas Vo-Tech	AEC & HTW services, Birth Control, STIs
IDEA Horizon, Alamo	AEC & HTW services, STIs
San Juan Community Center	AEC & HTW services
Alamo Community Center	AEC & HTW services
New Hope Shelter	AEC & HTW services, STIs
Lucas Elem. Parental Involvement	AEC & HTW services, Cervical Cancer
Hidalgo Parental Involvement	AEC & HTW services, Cervical Cancer
ARISE	AEC & HTW services, Cervical Cancer

Health Fairs/Tabling Events

Progreso Community Center	Cervical Cancer Awareness Fair- AEC & HTW services
San Juan Community Center	Cervical Cancer Awareness Fair- AEC & HTW services
First United Methodist Church	Community Fair- AEC & HTW services
Doctor's Hospital at Renaissance	Annual Community Fair- AEC & HTW services
Escobar/Rios Title X School Wide Campus	Annual Community Fair- AEC & HTW services
Mexican Consulate	AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "
Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco	

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

February 2017

Community groups/Agencies/Schools/Businesses

San Juan Community Center	AEC & HTW services, STIs
Alamo Community Center	AEC & HTW services, Birth Control
Hidalgo ISD Parental Involvement	AEC & HTW services, Family Communication
Mexican Consulate	AEC & HTW services
Donna ISD Parental Involvement	AEC & HTW services, Puberty
New Hope Shelter	AEC & HTW services, STIs

Health Fairs/Tabling Events

First United Methodist Church- Mission	Community Fair- AEC & HTW services
PSJA ISD Parental Involvement	Spring Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "
Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco	

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

March 2017

Community groups/Agencies/Schools/Businesses

AVANCE	AEC & HTW services, Birth Control
Monte Alto Community Center	AEC & HTW services, STIs
New Hope Shelter	AEC & HTW services, Birth Control
San Juan Community Center	Family Workshop, Puberty- AEC & HTW services
Alamo Community Center	Family Workshop, Puberty- AEC & HTW services

Health Fairs/Tabling Events

South Texas College	Spring Break Fair- AEC & HTW services
UTRGV Campus	Spring Break Fair- AEC & HTW services

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

March 2017 continued:

Trevino Middle School	Community Fair- AEC & HTW services
City of Hidalgo BorderFest	Community Parade- AEC & HTW services
Mujeres Unidas	Child Abuse Awareness Walk/Fair- AEC & HTW services

PSJA Early College High School

Wellness Expo- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
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Progreso

"

"

San Juan

"

"

Weslaco

"

"

McAllen

"

"

Mission/Alton

"

"

Alamo

"

"

WIC Offices in 21 locations

"

"

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
---------	------------------------------------

Pharr, San Juan, Alamo

"

"

Weslaco

"

"

Edinburg

"

"

Mission

"

"

April 2017

Community groups/Agencies/Schools/Businesses

Hidalgo ISD	AEC & HTW services
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San Carlos Community Center	AEC & HTW services
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Parental Involvement- Donna ISD	AEC & HTW services, Family involvement
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Monte Alto Community Center	AEC & HTW services, Birth Control, STIs
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New Hope Shelter	AEC & HTW services, STIs
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LUPE	AEC & HTW services, Birth Control
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Health Fairs/Tabling Events

UTRGV Nursing Dept.	Health Fair- AEC & HTW services
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ARISE	Dia de Niño March and Fair- AEC & HTW services
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City of McAllen	Annual Employee Wellness Fair- AEC & HTW services
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Weslaco ISD Parental Involvement	Annual Spring Fair- AEC & HTW services
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LUPE	Cesar Chavez March and Fair- AEC & HTW services
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Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

April 2017 continued:

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

May 2017

Community groups/Agencies/Schools/Businesses

San Juan Community Center	AEC & HTW services, Birth Control
New Hope Shelter	AEC & HTW services, STIs
Hidalgo Co. Housing in Edinburg	AEC & HTW services, Birth Control

Health Fairs/Tabling Events

Hidalgo Co. Weslaco Apartments	Mother's Day Fair- AEC & HTW services
UTRGV Border Health Office	MORE Community Day/Fair- AEC & HTW services
Salinas Elem. Parental Involvement	Community Fair- AEC & HTW services

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

June 2017

Community groups/Agencies/Schools/Businesses

South Texas Vo-Tech	AEC & HTW services, Birth Control, STIs
Hidalgo Co. Housing in Weslaco	AEC & HTW services, Birth Control
San Juan Community Center	AEC & HTW services
Alamo Community Center	AEC & HTW services, STIs

Health Fairs/Tabling Events

Alamo Village Apts.	Community Fair, AEC & HTW services
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Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

July 2017

Community groups/Agencies/Schools/Businesses

San Juan Community Center	Family Workshop, Puberty, AEC & HTW services
Alamo Community Center	Family Workshop, Teen Health, AEC & HTW services
AVANCE	AEC & HTW services, Birth Control
LUPE	AEC & HTW services, Birth Control

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

July 2017 continued

Health Fairs/Tabling Events

Progreso Community Center

Community Fair, AEC & HTW services

Colonias/Neighborhoods

San Carlos

Door-to-door outreach, AEC & HTW services

Progreso

" "

San Juan

" "

Weslaco

" "

McAllen

" "

Mission/Alton

" "

Alamo

" "

WIC Offices in 21 locations

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan, Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen

Monthly events, AEC & HTW services

Pharr, San Juan, Alamo

" "

Weslaco

" "

Edinburg

" "

Mission

" "

August 2017

Community groups/Agencies/Schools/Businesses

AVANCE

AEC & HTW services, STIs

San Juan Community Center

AEC & HTW services, Birth Control

Alamo Community Center

AEC & HTW services, STIs

South Texas Vo-Tech

AEC & HTW services, Birth Control, STIs

Hidalgo Co. Head Start

Employee In-service, AEC & HTW services

Health Fairs/Tabling Events

Progreso Community Center

Back to School Fair- AEC & HTW services

San Juan Community Center

Back to School Fair- AEC & HTW services

Alamo Community Center

Back to School Fair- AEC & HTW services

Hidalgo Co. Sherriff's Office

National Night Out- AEC & HTW services

City of McAllen Police Dept.

National Night Out- AEC & HTW services

Access Esperanza Clinics Inc.

Form M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

August 2017 continued:

Colonias/Neighborhoods

San Carlos	Door-to-door outreach, AEC & HTW services
Progreso	" "
San Juan	" "
Weslaco	" "
McAllen	" "
Mission/Alton	" "
Alamo	" "
WIC Offices in 21 locations	" "

Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, McAllen, Mercedes, Mission, San Juan,
Progreso, Pharr, Las Milpas, San Carlos, Weslaco

Businesses/Chambers of Commerce

McAllen	Monthly events, AEC & HTW services
Pharr, San Juan, Alamo	" "
Weslaco	" "
Edinburg	" "
Mission	" "

SECTION 3

Value-added Benefits

AEC's infrastructure offers several value-added deliverables to this proposal. As a Title X provider, AEC qualifies as a safety net provider for the federal 340B Drug Pricing Program, which offers discounted rates on contraceptives and some medications. As a result, the agency receives lower state reimbursement rates on LARCS, including IUDs and the contraceptive implant. The 340B reduced drug pricing also lowers AEC's cost per patient, which further helps to stretch state dollars. Title X also supports services not covered by the HTW project, including services for males and teens of all ages.

Private foundations help fund the agency's Entre Nosotros (Between Us) Project. This promotora (community outreach worker) project works in low income neighborhoods to promote AEC's clinic services and assists with appointment setting. In 2016, The Clayton Fund, Peierls Foundation, Argosy Foundation, and Alice Kleberg Reynolds Foundation are providing a combined \$171,900 in support for the Entre Nosotros Project. Foundation grants pay the wages for six part-time (20 hours a week) promotoras, including the Campus Health Educator, who conducts outreach at the local university. Foundation grants support the overall project, paying for local travel reimbursement, some outreach materials, and part (20 percent) of project supervisors' salaries.

AEC's Breast Health Initiative is unique among family planning programs in Texas, providing both imaging and assessment services for clients with suspicious breast masses. As part of the initiative, Knapp Medical Center Foundation collaborates with AEC to provide free screening mammograms for clients at the Weslaco Clinic age 40 or older or as medically indicated. The foundation provides this service at no cost to AEC or its clients. In 2015, the project referred 23 clients to Knapp Medical Center for mammograms. Clients with abnormal mammogram findings, along with clients at AEC's other clinics identified with suspicious breast masses, receive referrals for further assessment with AEC's Breast Services Director. Dr. Fredricka Borland, a local surgeon, works as the Breast Services Director providing monthly clinical sessions to examine clients with breast issues, review imaging results, and develop treatment plans as needed. Dr. Borland has provided this expert assessment service for over 15 years, helping women receive timely treatment for breast cancer. Women deemed at a low cancer risk are allowed to continue on hormonal birth control to prevent unplanned pregnancies.

SECTION 4

No assumptions submitted

SECTION 5

Appendices


Access Esperanza Clinics Inc.



HHS Procurement and Contracting Services

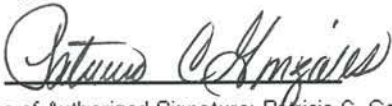
SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1 for SOLICITATION: # 529-16-0094

Date: 3/31/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 04/21/2016	Time Due: 2:00 pm
<u>DESCRIPTION OF THE ADDENDUM:</u> This Addendum is issued to reflect the following information, clarification or change: The addition of the vendor conference presentation.  Microsoft PowerPoint 97-2003 Presentation	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 04-29-16
Printed or Typed Name of Authorized Signature: Patricia C. Gonzales
Business Entity Name: Access Esperanza Clinics Inc.

Access Esperanza Clinics Inc.



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2

for

SOLICITATION: # 529-16-0094

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.


2016 4 15 HTW RFP
Amendment -- 4-15-1


HTW Sign In Sheet.PDF


Microsoft Excel
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:



Date:

04/27/16

Printed or Typed Name of Authorized Signature: Patricia C. Gonzales

Business Entity Name: Access Esperanza Clinics Inc.

Access Esperanza Clinics Inc.



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3 for SOLICITATION: # 529-16-0094

Date: 4/20/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
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Date Due: 05/2/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.



HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Patricio C. Gonzales Date: 04/27/16

Printed or Typed Name of Authorized Signature: Patricio C. Gonzales

Business Entity Name: Access Esperanza Clinics Inc.

Access Esperanza Clinics Inc.

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Access Esperanza Clinics Inc.

This certification pertains to the following billing or performing provider:

Provider Name Access Esperanza Clinics Inc.

Federal Tax ID Number 741655329

NPI Number 1821015280

If provider does not have an NPI, Submission Date of Medicaid Application N/A

Provider's primary billing address:

Street Address 916 East Hackberry Street, Suite A

City/State/Zip Code McAllen, Texas 78501

Telephone Number 956-688-3700

Provider's primary physical address:

Street Address 916 East Hackberry Street, Suite A

City/State/Zip Code McAllen, Texas 78501

Telephone Number 956-688-3700

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

Access Esperanza Clinics Inc.

My name is Patricio C. Gonzales. I am the provider or, if the provider is an organization, I am the provider's (title or position) CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

Access Esperanza Clinics Inc.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Access Esperanza Clinics Inc.

Effective Date of Certification 1/1/16 through 12/31/16

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Patricio C. Gonzales

Printed Name: Patricio C. Gonzales, LMSW-MSSW

Title: CEO

Date: 4/18/16

SECTION 6
HUB Subcontracting Plan



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☒ Section 2 c. - No
 - ☒ Section 2 d. - No
 - ☒ Section 4 - Affirmation
 - ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



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HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Access Esperanza Clinics Inc. State of Texas VID #: 74-1655329
 Point of Contact: Norma L Garza Phone #: 956-688-3701
 E-mail Address: norma.garza@accessclinics.org Fax #: 956-688-3751
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 04/04/2016
(mm/dd/yyyy)

Access Esperanza Clinics Inc.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	946-11, 20 Accounting Services / Auditing	0 %	%	18 %
2	910-59 Pest Control Services	4 %	%	0 %
3	966 Printing Services	0 %	%	5 %
4	961-46 Interpretation Services	1 %	%	0 %
5	988-52 Landscaping	0 %	%	9 %
6	990-80 Surveillance Services	0 %	%	2 %
7	475 Hospital, Surgical, and Medical Related Supplies	0 %	%	45 %
8	920-37 Networking Services (including installation and maintenance)	0 %	%	16 %
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		5 %	%	95 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Access Esperanza Clinics Inc.

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Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16	N/A	%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HSP – SECTION 2
(Continuation Sheet)

Access Esperanza Clinics Inc.

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Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

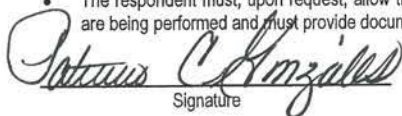
SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Patricio C. Gonzales
Printed Name

CEO
Title

04/26/2016
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 946-11 Description: Accounting Services / Auditing

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Rhonda L. Gillum, CPA	1751510398800/85193	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Steven H. Shimotsu, CPA	1742850184900/54222	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Oscar R. Gonzales, CPA & Associates, PLLC	1273582518900/491624	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 946-11 Description: Accounting Services/Auditing

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Burton McCumber & Cortez, LLP	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	74-2609610	\$ 25,000.00	18 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there were no responses within seven (7) working days.
The company listed in Section B-4 (b) is our current subcontractor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

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In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: Access Esperanza Clinics Inc.	State of Texas VID #: 74-1655329
Point-of-Contact: Norma L Garza	Phone #: 956-688-3701
E-mail Address: norma.garza@accessclinics.org	Fax #: 956-688-3751
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: Texas Health and Human Services Commission	Phone #: 512-406-2410
Point-of-Contact: Mahsa Azadi, CTPM	Bid Open Date: 04/04/2016
Requisition #: 529-16-0094	(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than <u>5:00 pm</u> on <u>04/13/2016</u> .	
Central Time Date (mm/dd/yyyy)	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
946-11 Accounting & Auditing Services. We solicit bids for the Independent Auditing of financial statements. Non-Profit 501(c)3 audit experience preferred.	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
Certified Public Accountants	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
Bonding/Liability Insurance	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
916 E. Hackberry Avenue, Suite A McAllen, TX 78501	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 3:59 PM
To: 'rlgilluml@juno.com'; 'oxromero@orgcpa.com'; 'shimotsu@swbell.net'
Subject: Notice of Sub-Contracting Opportunity
Attachments: Notice of Sub-Contracting Opportunities accounting.docx

Importance: High

To whom this may concern:

There is a notice of sub-contracting opportunity which includes the following areas of healthcare:

Management Services / 918-7 (Accounting and Auditing Services). Please review attached notice.

Thanks,

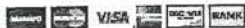


Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services, Texas Health and Human Services Commission (HHSC) , RFP No. 529-16-0094, please be advised that Access Esperanza Clinics Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that will begin July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

Management Services/Healthcare 946-11 Accounting & Auditing

Scope of Work: Annual independent auditor, reviewing of financial entries on a quarterly basis. To provide auditing of the previous year of all financial transactions for the non-profit organization.

Requirements: Accounting Degree/CPA license.

Insurance: Certificate of Liability Insurance and Bond Insurance.

Instructions: Any interested Texas Certified HUB can request and information which includes these scope of work, insurance and bonding requirements, required professional qualifications and certifications and contact person. Norma L. Garza, Chief Financial Officer (956-688-3701 fax: (956) 688-3751 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: rlgilluml@juno.com; oxromero@orgcpa.com; shimotsu@swbell.net
Sent: Monday, April 04, 2016 3:59 PM
Subject: Relayed: Notice of Sub-Contracting Opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

rlgilluml@juno.com

oxromero@orgcpa.com

shimotsu@swbell.net

Subject: Notice of Sub-Contracting Opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Norma Garza

From: Omar Romero <oxromero@orgcpa.com>
To: Norma Garza
Sent: Monday, April 04, 2016 4:00 PM
Subject: Read: Notice of Sub-Contracting Opportunity

Your message was read on Monday, April 04, 2016 4:00:00 PM (GMT-06:00) Central Time (US & Canada).

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Search Results

Page 1 of 1

Results For HUBs Only Search

Search found 2 vendors, 2 are HUB's, Includes 0 Inactive Vendors.

Search Condition : SearchType=HUB's Only,Category=4,Location County=Hidalgo

[Back](#)

<u>Vendor ID</u>	<u>Company Name</u>	<u>Contact Person</u>	<u>Address (line 1)</u>	<u>Address (line 2)</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>1751510398800</u>	<u>RHONDA L. GILLUM</u> <u>CERTIFIED PUBLIC</u>	RHONDA GILLUM/PROPRIETOR	PUBLIC ACCOUNTANT	520 W. PECAN BLVD	MCALLEN TX		78501
<u>1742850184900</u>	<u>STEVEN H. SHIMOTSU</u> <u>CPA</u>	Owner/Steven H Shimotsu	P. O. BOX 5186		MCALLEN TX		78501

Search found 2 vendors, 2 are HUB's, Includes 0 Inactive Vendors.

Search Condition : SearchType=HUB's Only,Category=4,Location County=Hidalgo

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

Class Item	Commodity Description (bold for all items in class)
918	CONSULTING SERVICES
918-04	Accounting/Auditing/Budget Consulting
946	FINANCIAL SERVICES
946-10	Accounting and Billing Services (Including Payroll Services, 3rd Party Reimbursement for Medicare, Medicaid, Private Insurance, etc)
946-11	Accounting Services (Not Otherwise Classified)
946-20	Auditing
946-31	Certified Public Accountant (CPA) Services
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

Class Item	Commodity Description (bold for all items in class)
918	CONSULTING SERVICES
918-04	Accounting/Auditing/Budget Consulting
918-06	Administrative Consulting
918-12	Analytical Studies and Surveys (Consulting)
918-14	Appraisals Consulting
918-20	Business Consulting, Small
918-21	Business Consulting, Large
918-32	Consulting Services (Not Otherwise Classified)
918-49	Finance/Economics Consulting
918-65	Human Relations Consulting
918-67	Human Services Consulting (To Include Mental Health Consulting Services)
918-75	Management Consulting
918-83	Organizational Development Consulting
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbbl@cpa.state.tx.us.

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<http://www.cpa.state.tx.us/texascomptroller/VendorDetailFwd.do?vid=08c06ee9b13788c> 3/29/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 3

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

OSCAR R GONZALEZ, CPA & ASSOCIATES, PLLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1273582518900 / 491624
Vendor Name	OSCAR R GONZALEZ, CPA & ASSOCIATES, PLLC
Vendor Address	208 W FERGUSON ST STE 1 PHARR, TX 78577-2455 USA
County	HIDALGO
Contact	Omar Romero
Phone/Fax	956-787-9909/956-787-3067
Email Address	oxromero@orgcpa.com
Website	
Business Description	We are a State Licensed CPA firm, certified to perform Audits of Governmental agencies. We also provide accounting, review, and payroll services to clients.

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

<https://mycna.cpa.state.tx.us/tncascmblsearch/VendorDetailFwd.do?vid=d7eacd6b2323eb2...> 3/29/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 3

Business Category	<u>Financial And Accounting Services (04)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	13-MAY-2016
HUB Status	<u>Inactive (N - Never been certified as a HUB)</u>

Class Item	Commodity Description (bold for all items in class)
946	FINANCIAL SERVICES
946-10	Accounting and Billing Services (Including Payroll Services, 3rd Party Reimbursement for Medicare, Medicaid, Private Insurance, etc)
946-11	Accounting Services (Not Otherwise Classified)
946-20	Auditing
946-31	Certified Public Accountant (CPA) Services
946-82	Tax Services (Including Tax Preparation, Advisory Services, etc.)
	Commodity items shown above are available for district(s) 15,16,21,22

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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<https://mycna.cpa.state.tx.us/tncscmbi/search/VendorDetailFwd.do?vid=d7eacd6b2323eb2...> 3/29/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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with Texans

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 11, 2016 7:50 PM
To: 'bids@wbea-texas.org'; 'panton@TAMACC.org'; 'lwilliams@wbcsouthwest.org'
Subject: HUB Subcontracting Opportunity Notifications
Attachments: Notice of Sub-Contracting Opportunities accounting.docx; Notice of Sub-Contracting Opportunities alarmmonitoring.docx; Notice of Sub-Contracting Opportunities landscaping.docx; Notice of Sub-Contracting Opportunities interpretation services.docx; Notice of Sub-Contracting Opportunities printing services.docx; Notice of Sub-Contracting Opportunities pest control services.docx; Notice of Sub-Contracting Opportunities medical supplies.docx; Notice of Sub-Contracting Opportunities Networking.docx

Importance: High

To whom this may concern:

There is a notice of sub-contracting opportunity which includes the following areas of healthcare:

946-11 - Accounting & Auditing Services.
910-59 - Pet Control Services.
966 - Printing & Typesetting Services
961-46 - Interpretation Services
988-52 - Landscaping
990-80 - Surveillance Services
475 - Medical Related Supplies
920-37 - Networking Services (including installation and maintenance)

Please include Qualifications and Bonding/Insurance information.

Thank you,

Please review attached notices.



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

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To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

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Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: bids@wbea-texas.org; panton@TAMACC.org; lwilliams@wbcsouthwest.org
Sent: Monday, April 11, 2016 7:51 PM
Subject: Relayed: HUB Subcontracting Opportunity Notifications

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

bids@wbea-texas.org

panton@TAMACC.org

lwilliams@wbcsouthwest.org

Subject: HUB Subcontracting Opportunity Notifications

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services, Texas Health and Human Services Commission (HHSC) , RFP No. 529-16-0094, please be advised that Access Esperanza Clinics Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that will begin July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

Management Services/Healthcare 946-11 Accounting & Auditing

Scope of Work: Annual independent auditor, reviewing of financial entries on a quarterly basis. To provide auditing of the previous year of all financial transactions for the non-profit organization.

Requirements: Accounting Degree/CPA license.

Insurance: Certificate of Liability Insurance and Bond Insurance.

Instructions: Any interested Texas Certified HUB can request and information which includes these scope of work, insurance and bonding requirements, required professional qualifications and certifications and contact person. Norma L. Garza, Chief Financial Officer (956-688-3701 fax: (956) 688-3751 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



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Notice of subcontracting opportunities includes the following areas of healthcare:

910-59 Pest Control Services

Scope of Work: Manage and upkeep of Pest Control Services for (4) clinics and administration office.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



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Notice of subcontracting opportunities includes the following areas of healthcare:

966 Printing and Typesetting Services

Scope of Work: Provide printing services for all medical and educational forms for our agency.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

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Notice of subcontracting opportunities includes the following areas of healthcare:

961-46 Interpretation Services

Scope of Work: Provide Interpretation Services which includes American Sign Language, as well as Deaf/Blind tactical communication.

Requirements: Certificated of Liability Insurance & Bond Insurance. Must also sign a Business Associates Agreement.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



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Notice of subcontracting opportunities includes the following areas of healthcare:

988-52 Landscaping

Scope of Work: Provide Landscaping Services, lawn care, application of fertilizer (chemicals), tree-trimming, and all related landscaping services.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

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Notice of subcontracting opportunities includes the following areas of healthcare:

990-80 Surveillance Services

Scope of Work: Provide Surveillance Services and Commercial Security and monitoring services. This would also include Telephone and data installations, access control, fire systems, security systems, CCTV systems, intercom systems.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

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Notice of subcontracting opportunities includes the following areas of healthcare:

475 – Hospital, Surgical, and Medical Related Supplies

- Scope of Work: Provide medical supplies for our agency which include but not limited to needles, microscope slides, blood tubes, sharps containers, syringes, etc.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

920-37 Networking Services (including installation and maintenance)

Scope of Work: Provide Networking Services including installation and maintenance. Technical support, server configurations, software configurations, etc.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Bids <bids@wbea-texas.org>
Sent: Monday, April 11, 2016 7:51 PM
To: Norma Garza
Subject: Out of Office: HUB Subcontracting Opportunity Notifications

Thank you for sharing your upcoming bid opportunities with our organization. This message is an official confirmation that we have received and will make this information accessible to our WBEs so that they may respond to your requests. Thank you again for your consideration on behalf of The Women's Business Enterprise Alliance.

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 910-59 Description: Pest Control Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Esparza Pest Control & Eco-Logic	1742984355400/02924	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Mid-Valley Pest Control, Inc.	1464446193200/492644	04/04/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Pest Lab	1742911892400/481272	04/04/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 910.59 Description: Pest Control Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Pest Lab	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742911892400/481272	\$ 4,560.00	4 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(9)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Access Esperanza Clinics Inc.

State of Texas VID #: 74-1655329

Point-of-Contact: Norma L Garza

Phone #: 956-688-3701

E-mail Address: norma.garza@accessclinics.org

Fax #: 956-688-3751

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission

Point-of-Contact: Mahsa Azadi, CTPM

Phone #: 512-406-2410

Requisition #: 529-16-0094

Bid Open Date: 04/04/2016

(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 pm on 04/13/2016
Central Time Date (mm/dd/yyyy)

Central Time

Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Pest control services for all sites on a monthly basis.

3. Required Qualifications:

☐ - Not Applicable

Licensed to perform pest control services.

4. Bonding/Insurance Requirements:

☐ - Not Applicable

Bonding/Liability Insurance

5. Location to review plans/specifications:

☐ - Not Applicable

916 E. Hackberry Ave., Suite A McAllen, TX 78501

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 4:19 PM
To: 'elma@esparzapc.com'; 'midvalleypestcontrol@gmail.com'; 'mariadungan@yahoo.com'
Subject: Notice of Subcontracting opportunity
Attachments: Notice of Sub-Contracting Opportunities pest control services.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
910-59 Pest Control Services.

Please read the attached notice. Your response is due within 7 working days.

Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

910-59 Pest Control Services

Scope of Work: Manage and upkeep of Pest Control Services for (4) clinics and administration office.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: elma@esparzpc.com; midvalleypestcontrol@gmail.com; mariadungan@yahoo.com
Sent: Monday, April 04, 2016 4:19 PM
Subject: Relayed: Notice of Subcontracting opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

elma@esparzpc.com

midvalleypestcontrol@gmail.com

mariadungan@yahoo.com

Subject: Notice of Subcontracting opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: Mid Valley Pest Control
Sent: Tuesday, April 12, 2016 11:37 AM
Subject: Relayed: RE: Pest Control services information packet

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

Mid Valley Pest Control

Subject: RE: Pest Control services information packet

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 2

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

ESPARZA PEST CONTROL & ECO-LOGIC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742984355400 / 02924
Vendor Name	ESPARZA PEST CONTROL & ECO-LOGIC
Vendor Address	SYSTEMS, INC. PO BOX 1146 EDINBURG, TX 78540 USA
County	HIDALGO
Contact	ELMA ESPARZA
Phone/Fax	956-316-0000/956-683-6151
Email Address	elma@esparzapc.com
Website	http://WWW.ESPARZAPESTCONTROL.COM
Business Description	PEST CONTROL: TERMITE, BIRD, MESQUITOS, RODENTS, SOIL PRE-TREATMENT, BEES
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (F - Deleted for non-payment of annual fee)</u>
	09-NOV-2012

Vendor Performance	Score	#
Commodity Delivery	*	
Commodity Performance	*	
Service Delivery	*	
Service Performance	*	
Non-Scored Reports:	Satisfactory	1
Delegated, Exempt, and Blanket POs	<u>0</u>	
Exceptional Performance Reports		0

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

Date Removed From CMBL	
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	27-DEC-2016
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	E

Class Item	Commodity Description (bold for all items in class)
910	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
910-59	Pest Control (Incl. Termite Inspection and Control, Bird Proofing, Animal Trapping, Rodent Control, Exterminating and Fumigation)
	Commodity items shown above are available for district(s) 21,22

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbbl@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 2

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

MID VALLEY PEST CONTROL, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	14644446193200 / 492644
Vendor Name	MID VALLEY PEST CONTROL, LLC
Vendor Address	8002 E CURRY RD EDINBURG, TX 78542-4440 USA
County	HIDALGO
Contact	Mid Valley Pest Control
Phone/Fax	956-383-2651/956-287-7717
Email Address	midvalleypestcontrol@gmail.com
Website	http://www.midvalleypestcontrol.com
Business Description	pest control services including roaches, ants, spiders, silverfish, rodents, termites, bees, and wasps.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	20-JUL-2016

Vendor Performance	Score	# of I
Commodity Delivery	*	
Commodity Performance	*	
Service Delivery	*	
Service Performance	*	
Non-Scored Reports:	Satisfactory	Unsa
Delegated, Exempt, and Blanket POs	<u>0</u>	
Exceptional Performance Reports		<u>0</u>

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

HUB Status	Inactive (N - Never been certified as a HUB)
-------------------	--

Class Item	Commodity Description (bold for all items in class)
910	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
910-59	Pest Control (Incl. Termite Inspection and Control, Bird Proofing, Animal Trapping, Rodent Control, Exterminating and Fumigation)
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmb1@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 2

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

PEST LAB

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742911892400 / 481272
Vendor Name	PEST LAB
Vendor Address	3613 LOTT RD DONNA, TX 78537-5597 USA
County	HIDALGO
Contact	Maria Dungan
Phone/Fax	956-464-6081/956-464-6081
Email Address	mariadungan@yahoo.com
Website	http://www.pestlabpestcontrol.com
Business Description	pest control.. termite control.. rodent control.. subterranean termite preconstruction treatments..
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	17-JUL-2016

Vendor Performance	Score	# of PO
Commodity Delivery	*	(
Commodity Performance	*	(
Service Delivery	*	(
Service Performance	*	(
Non-Scored Reports:	Satisfactory	Unsatis
Delegated, Exempt, and Blanket POs	<u>0</u>	(
Exceptional Performance Reports		<u>0</u>

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

HUB Status	Inactive (N - Never been certified as a HUB)
-------------------	--

Class Item	Commodity Description (bold for all items in class)
910	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
910-59	Pest Control (Incl. Termite Inspection and Control, Bird Proofing, Animal Trapping, Rodent Control, Exterminating and Fumigation)
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 966 Description: Printing and Typesetting

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Veco Printing, Inc.	1742125132700/51138	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Expressway Printing, Copying & More LLC	1454176445300/475679	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
RGV Reprographics, Inc.	1742882985100/75736	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprises Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 966 Description: Printing and Typesetting

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Copy Plus Inc.	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	26-1090415	\$ 6,900.00	5 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there were no responses within seven (7) working days.
The company listed in Section B-4 (b) is our current subcontractor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.

Rev. 09/15



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: Access Esperanza Clinics Inc.	State of Texas VID #: 74-1655329
Point-of-Contact: Norma L Garza	Phone #: 956-688-3701
E-mail Address: norma.garza@accessclinics.org	Fax #: 956-688-3751
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: Texas Health and Human Services Commission	Phone #: 512-406-2410
Point-of-Contact: Mahsa Azadi, CTPM	Bid Open Date: 04/04/2016
Requisition #: 529-16-0094	(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date: If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <u>5:00 pm</u> on <u>04/13/2016</u> . <div style="display: flex; justify-content: space-around; font-size: small;"> Central Time Date (mm/dd/yyyy) </div>	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work: Printing and Typesetting services	
3. Required Qualifications: <input checked="" type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable Bonding / Liability Insurance	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable 916 E. Hackberry Ave., Suite A McAllen, TX 78501	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 4:27 PM
To: 'clive@vecoprinting.com'; 'jmunoz@gmes.biz'; 'tsmith@rgvrepro.com'
Subject: Notice of Subcontracting Opportunity
Attachments: Notice of Sub-Contracting Opportunities printing services.docx

Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
966 - Printing & Typesetting Services

Please read the attached notice. Your response is due within 7 working days.

Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

966 Printing and Typesetting Services

Scope of Work: Provide printing services for all medical and educational forms for our agency.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: clive@vecoprinting.com; jmunoz@gmes.biz; tsmith@rgvrepro.com
Sent: Monday, April 04, 2016 4:27 PM
Subject: Relayed: Notice of Subcontracting Opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

clive@vecoprinting.com

jmunoz@gmes.biz

tsmith@rgvrepro.com

Subject: Notice of Subcontracting Opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

VECO PRINTING, INC.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742125132700 / 51138
Vendor Name	VECO PRINTING, INC.
Vendor Address	3202 WEST EXPRESSWAY 83 WESLACO, TX 78596 USA
County	HIDALGO
Contact	Vice President / Clive Roe III
Phone/Fax	956-968-1589/956-968-2072
Email Address	clive@vecoprinting.com
Website	http://www.vecoprinting.com
Business Description	Commercial Printing Services.
Business Category	<u>Commodities Manufacturer (08)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (F - Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	12-NOV-2010

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	05-NOV-2017
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	E

Class Item	Commodity Description (bold for all items in class)
080	BADGES, AWARDS, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.
080-45	Folders, Presentation
080-50	Nameplates, Metal, Adhesive Back
080-53	Nameplates, Metal, Nonadhesive
080-55	Nameplates, Plastic
080-56	Nameplates, Specialty (Including Clocks, Logos, Pen/Pencil Sets, etc.)
080-78	Trophies, Plaques, Awards, Certificates, etc. (Not Otherwise Classified)
255	DECALS AND STAMPS
255-05	Bar Code Decals
255-26	Decals, Pressure Sensitive Adhesive
255-28	Decals, Screen Printed
255-40	Inventory and Other Small Decals
255-60	Windshield Decals, Not Numbered
966	PRINTING AND TYPESETTING SERVICES
	Bar Code Printing

<https://mvcna.cpa.state.tx.us/tpasscmblsearch/VendorDetailFwd.do?vid=a34c736f65f9090e...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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966-03	
966-05	Bumper Stickers, etc.: Printed
966-07	Business Cards Printed
966-22	Decal Printing
966-31	Envelope Printing
966-36	Forms Printing (Not Continuous)
966-51	Letterheads Printed
966-57	Offset Printing, General, Small Press Work (Quan. up to 25,000), One or More Colors, No 4 Color Processes or Large Solids or Close Registration; up to 11 x 17 In.: Brochures, Newsletters, Covers, Posters, etc.
966-58	Offset Printing, General, Large Press Work (Quan. up to 100,000); One or More Colors, No 4 Color Processes or Close Registration Required, Finished Sizes May Exceed 11 x 17 In., May Have Large Solids
966-62	Offset Printing, Booklets, Saddle Stitch Binding (Quan. Under 100,000): Books and Magazines
966-78	Receipt and Voucher Book Printing
966-89	Tickets, Special Labels and Tapes, Printed (Not Continuous), For Prescription Drugs, etc. (Pressure Sensitive or Dry Gummed Adhesion Flats, Rolls, Tablets, etc.)
966-94	Typesetting, Photocomposition (Cold Type)
966-95	Typesetting with Modem Capability
	Commodity items shown above are available for district(s) 13,15,16,21,22

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

EXPRESSWAY PRINTING, COPYING & MORE LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1454176445300 / 475679
Vendor Name	EXPRESSWAY PRINTING, COPYING & MORE LLC
Vendor Address	2020 E EXPRESSWAY 83 STE 4 MERCEDDES, TX 78570 USA
County	HIDALGO
Contact	Jose L. Munoz
Phone/Fax	956-565-4637/956-565-4636
Email Address	jmunoz@gmes.biz
Website	
Business Description	Printing services, Reprographic service, B & W copies, color copies, business cards,

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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	brochures, posters, flyers, letterhead, catalogs & booklets, invites & envelopes, & finishing needs
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (N - Not on CMBL)</u>
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	08-AUG-2016
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
966	PRINTING AND TYPESETTING SERVICES
966-05	Bumper Stickers, etc.: Printed
966-07	Business Cards Printed
966-11	Card Printing: Tab, Post, Form, etc.
966-16	Continuous Form Printing
966-18	Copying Services (Reproduction)
966-25	Digital Printing from an Ink Jet Plotter
966-31	Envelope Printing

<https://mvcna.cna.state.tx.us/tncscmbsearch/ VendorDetailFwd.do?vid=dfa5d883a75696b...> 3/31/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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966-36	Forms Printing (Not Continuous)
966-51	Letterheads Printed
966-57	Offset Printing, General, Small Press Work (Quan. up to 25,000), One or More Colors, No 4 Color Processes or Large Solids or Close Registration; up to 11 x 17 In.: Brochures, Newsletters, Covers, Posters, etc.
966-63	Offset Printing, Booklets, Saddle Stitch Binding (Quantities up to 100,000; 4 Color Process or Tight Registration Required): Books, Magazines, etc.
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates.
Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

RGV REPROGRAPHICS, INC.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742882985100 / 76736
Vendor Name	RGV REPROGRAPHICS, INC.
Vendor Address	PO BOX 1959 MCALLEN, TX 78505 USA
County	HIDALGO
Contact	Pres./TERESA C SMITH
Phone/Fax	956-686-1525/956-686-1529
Email Address	tsmith@rgvrepro.com
Website	
Business Description	BLUE PRINTING, COPY SERVICES, COMMERCIAL PRINTING, DIGITAL IMAGING/SCANNING, ENG. AND ARCH. SURVEY SUPPLIES AND EQUIPMENT
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (F - Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	17-MAY-2002
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	28-AUG-2017
HUB Eligibility	<u>WO (American Woman)</u>

Vendor Performance
Commodity Delivery
Commodity Performance
Service Delivery
Service Performance
Non-Scored Reports:
Delegated, Exempt, and Blanket POs
Exceptional Performance Reports

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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HUB Gender	E
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Class Item	Commodity Description (bold for all items in class)
204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
204-71	*Plotters, Graphic
204-74	*Printer Sharing Devices
204-76	*Printers, Inkjet
204-77	*Printers, Laser
204-78	*Printers, Pen Plotter
204-88	*Scanners, Document: Handheld, Desktop and High Volume
204-89	*Scanners and Readers, Magnetic Strip
207	COMPUTER ACCESSORIES AND SUPPLIES
207-55	*Graphic Supplies for Plotters and Printer Plotters: Inks, Pens, Penholders, Chemicals, Paper, etc.
305	ENGINEERING AND ARCHITECTURAL EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS, AND SUPPLIES
305-04	Blades, Gouges, Knives, Needle Files, Routers, etc.
305-06	Calculators (Programmed for Surveying Systems; for Office Type See Class 600)
305-08	Cloths, Films, and Papers (Special): Cross-Section, Graph, Log, Profile, Tracing, etc.
305-10	Cloths, Films, and Papers (Stock): Cross-Section, Graph, Log, Profile, Tracing, etc.
305-12	Cloths, Films, and Papers, Reproduction Types
305-15	Covers (For Drafting and Drawing Boards)
305-18	Data Books and Tables, Engineering and Surveying
	Direct Print Supplies, Dry Process

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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305-21	
305-23	Direct Print Supplies, Wet Process
305-25	Distance Measuring Equipment (Incl. Measuring Wheels)
305-28	Drafting and Drawing Instruments (See 204-71 for Graphic Plotters and 305-75 for Straightedges)
305-30	Drafting and Drawing Pencils, Pens, Leads, Lead Holders, etc.
305-32	Drafting Machines and Scales
305-33	Drafting Supplies: Brushes (Dust and Wash), Cleaning Pads and Power, Paper Shears, Paper Weights, Steel Erasers, Transparent Protective Film and Tape, etc.
305-35	Drawing Boards, Curves, Protractors, Templates, Triangles, T-Squares, etc.
305-36	Drafting Paper (Inactive please see commodity code 305-28 effective January 1 2016)
305-38	Duplicator Paper: Blue Print, Brown Print, and White Print
305-39	Duplicator Paper, Chemicals, and Supplies (For Diazo Process Copying Machines) (See Class 015 for Coated/Treated Paper Type, Diffusion Transfer Type, Dual Spectrum Process and Thermal Process Copiers)
305-40	Duplicators: Blue Print, Brown Print, Diazo Process, White Print, etc.
305-42	Engineering Supplies, Miscellaneous
305-44	Erasers and Erasing Machines, Electric
305-48	Field Books, Engineers'
305-50	Field Equipment: Arrows, Bush Knives, Flags and Flagging, Hand Levels, Leveling Rods, Machetes, Plumb Bobs, Pocket Transits, Range Poles, etc.
305-53	Graphic Art Type Supplies
305-55	Lettering Equipment (Automatic Letter or Character Generating Devices)
305-57	Lettering Equipment (Hand Manipulated): Guides, Pens, Sets, etc.

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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305-58	Magnifying Glasses, Angle Mirrors, Prisms, Stereoscopes, etc.
305-59	Maps, Engineer and Topographical
305-60	Measuring Equipment: Chains, Maps, Optical Tapes, Tapes, Wheels, etc. (Including Photogrammetry and Laser Equipment)
305-61	Measuring Equipment, Area (Large Scale)
305-64	Opaquing and Transparentizing Liquids, Erasing Fluids, and Pastes
305-68	Planimeters
305-70	Recycled Engineering Equipment, Accessories and Supplies
305-72	Slide Rules
305-75	Straightedges
305-78	Surveying Instruments and Accessories: Alidades, Compasses, Levels, Theodolites, Transits, Tripods, etc. (See 305-60 for Surveyor's Measuring Equipment)
305-80	*Surveying Systems, Geo/Satellite Navigation Type
305-82	Tables, Tracing and Light
305-84	Technical Pens and Sets, Points and Refills, etc.
395	FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS
395-15	Binders and Documentation Folders For Continuous Forms (Incl. Self-Mailers)
395-30	Continuous Forms, Custom
395-40	Continuous Forms, Carbonless Paper (Chemical Transfer)
395-50	Continuous Forms (Computer Paper), Stock (Including Blank, Ruled, and Tinted Types -See Class 525 for Library Stock Continuous Forms)
395-70	Snap-Out Forms, Carbon Interleaved
395-80	Snap-Out Forms, Carbonless Paper (Chemical Transfer)

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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600	OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
600-03	Accounting and Bookkeeping Machines (Not Data Processing)
600-05	Adding Machines
600-08	Addressing Machines (Computer Driven Only, Direct Print Type Only) and Accessories (See Class 015 for Supplies)
600-11	Addressing Machines (Embossed Plate Type) and Embossing and Imprinting Machines, and Accessories (See Class 015 for Supplies)
600-14	Braille Writers and Printers
600-15	Calculators, Electronic, Display/Printing Type, Programmable (See 305-06 for Surveying Type)
600-16	Calculators, Electronic, Display/Printing Type, Non-Programmable
600-17	Calculators, Electronic Display Type, Non-Programmable
600-19	Calculators, Electronic, Display Type, Programmable
600-21	Calculators, Electronic, Printing Type, Non-Programmable
600-22	Calculators, Electronic, Printing Type, Programmable
600-25	Calculators, Mechanical
600-27	Cases, Typewriter
600-30	Cash Registers and Cash Drawers
600-33	Change Makers, Coin and Bill Counters, Money Handling Machines, etc.
600-36	Check Machines: Protection, Signing, Writing, etc.
600-37	Copyboards, Electronic
600-38	Copy Machines, Bond (Plain) Paper Type Including Parts and Accessories
600-40	Copy Machines, Coated or Treated Paper Type, Including Parts and Accessories
600-41	Copy Machines, Engineering, for Reproduction and Design Production

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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600-42	Copy Machines, Including Parts and Accessories
600-45	Copy Machines, Thermal Type, Including Parts and Accessories
600-46	*Copy Machines, Digital
600-47	*Copy Machine Add-On Accessories
600-48	Counterfeit Scanning Devices (Including Detector Pens)
600-49	Court Reporter Equipment, Accessories and Supplies
600-50	Counting Devices: Ticometers, etc. (Paper, Tickets, etc.) (For Coins See 600-33)
600-51	Detacher, Forms
600-52	Dictating Machines; Transcription Machines
600-54	Dictating Machine Accessories and Supplies
600-57	Duplicating Machines and Accessories, Mimeograph Type
600-59	Duplicating Machines and Accessories, Spirit Type
600-60	Electronic Reference Equipment (Organizers, etc.)
600-61	*Fax Machines, Parts and Supplies (See Class 726 for Industrial Type and Class 645 for Paper)
600-62	Folding Machines
600-63	Folding/Inserting/Sealing Machines
600-64	Ink Rollers, Office Machines
600-65	Inserting Machines
600-66	Label Dispensing Machines and Accessories (For Continuous Form Labels)
600-68	Letter Openers, Electric
600-69	Micrographics Equipment and Supplies

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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600-70	Machine Repair Tools, Office
600-71	Mailing, Packaging, and Shipping Machines (Including Packaging Material Dispensing Machines)
600-72	*Multi-Function Office Machines (Combination of Fax-Copier-Scanner-Printer, etc.)
600-73	Office Machines, Equipment, Accessories, and Supplies - Recycled
600-74	Perforating Machines
600-77	Postage Meters
600-79	Poster Making Machines and Equipment
600-80	Postage Meter Supplies
600-81	Postage Stamp Vending Machines, Accessories, and Supplies
600-82	Shredders, Paper and Media
600-83	Stenographic and Stenotype Machines, Accessories, and Supplies
600-84	Teletype Machines and Parts
600-85	Telegraph Equipment, Parts and Supplies
600-86	Typewriters, Electric, Accessories and Parts
600-87	Typewriters, Electronic, Accessories and Parts
600-88	Typewriters, Manual, Accessories and Parts
600-89	Typewriters, Memory: Typewriters with Memory for Data Storage and Retrieval (Not Microcomputer System Style)
600-90	Typewriters, Portable, Accessories and Parts
600-92	Typewriters, Specialized: One-Handed, Large Type, Accessories and Parts, etc.
600-95	Validating Machines
	Vacuum Machines (Specifically Designed for Office Equipment)

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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600-97	
915	COMMUNICATIONS AND MEDIA RELATED SERVICES
915-48	Graphic Arts Services (Not Printing)
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-38	*Optical Scanning Services
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
962-14	Blue Printing Services: Blue Prints, Blue Line, Large Engineering
966	PRINTING AND TYPESETTING SERVICES
966-03	Bar Code Printing
966-05	Bumper Stickers, etc.: Printed
966-07	Business Cards Printed
966-11	Card Printing: Tab, Post, Form, etc.
966-13	Check Printing
966-16	Continuous Form Printing
966-18	Copying Services (Reproduction)
966-22	Decal Printing
966-25	Digital Printing from an Ink Jet Plotter
966-28	Engraved and Embossed Awards, Bonds, Certificates, Diplomas, Stationery, etc.
966-31	Envelope Printing
966-36	Forms Printing (Not Continuous)
966-42	Imprinting Services

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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966-46	Intaglio Printing (e.g., The Process by Which U.S. Currency is Printed): Birth Certificates, Car Titles, etc.
966-51	Letterheads Printed
966-55	Numbering Services, Printing
966-57	Offset Printing, General, Small Press Work (Quan. up to 25,000), One or More Colors, No 4 Color Processes or Large Solids or Close Registration; up to 11 x 17 In.: Brochures, Newsletters, Covers, Posters, etc.
966-58	Offset Printing, General, Large Press Work (Quan. up to 100,000); One or More Colors, No 4 Color Processes or Close Registration Required, Finished Sizes May Exceed 11 x 17 In., May Have Large Solids
966-59	Offset Printing, General, Large Production Runs on Large or Web Press (Quan. Over 100,000), One or More Colors, No 4 Color Processes or Close Registration Required, May Exceed 11 x 17 In. and Have Large Solids
966-60	Offset Printing, Large Production Runs (Quan. up to 100,000); 4 Color Process or Close Registration Required: Color Brochures, Maps, etc.
966-61	Offset Printing, Large Production Runs (Quan. Over 100,000); 4 Color Process or Close Registration Required: Color Brochures, Maps, etc.
966-62	Offset Printing, Booklets, Saddle Stitch Binding (Quan. Under 100,000): Books and Magazines
966-63	Offset Printing, Booklets, Saddle Stitch Binding (Quantities up to 100,000; 4 Color Process or Tight Registration Required): Books, Magazines, etc.
966-64	Offset Printing, Booklets, Saddle Stitch Binding (Quantities over 100,000): Books and Magazines
966-65	Offset Printing, Books, Perfect Bound (Quan. up to 10,000); 4 Color Process Acceptable: College Catalogues, Telephone Books, etc.
966-66	Offset Printing, Books, Perfect Bound (Quan. Over 10,000); 4 Color Process Acceptable
966-67	Offset Printing, Custom Bound, Hardback, Leather, etc.: Books
966-68	Offset Printing, General, Large Press Work (Quan. up to 100,000); One or More Colors, Close Registration Required, No 4-Color Processes, Finished Sizes May Exceed 8-1/2 x 11 in., Newsletters, etc.
966-69	Offset Printing, General, Large Press Work (Quan. up to 100,000); One or More Colors, Close Registration Required, No 4-Color Processes, Finished Sizes May Exceed 11 x 17 in., May Have Large Solids

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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966-70	Optical Scanning Form Printing
966-71	Paper Cutting, Drilling, Folding, Punching, Shredding, Trimming, etc.
966-72	Printing of Annotated Laws, Rules, and Changes from the Legislature, Courts, etc. (Copyrighted)
966-73	Publications Printed on Newsprint or Groundwood Paper Stock (Quan. up to 100,000)
966-74	Publications Printed on Newsprint or Groundwood Paper Stock (Quan. Over 100,000)
966-75	Printing on Recycled Stock
966-76	Print-On-Demand Printing Services (Including Print and Distribute Services)
966-78	Receipt and Voucher Book Printing
966-81	Security Paper, Custom Printed (Quan. Over 100,000)
966-84	Silk Screen Printing
966-85	Snap-Out Form Printing (See 395-70,80 for Continuous Shelf Items)
966-86	Specialty Printing: Die Cutting, Laser, Plastic, Thermography, etc. (Folders, Invitations, Tabs, Binders, Banners, Banner Displays, etc.)
966-89	Tickets, Special Labels and Tapes, Printed (Not Continuous), For Prescription Drugs, etc. (Pressure Sensitive or Dry Gummed Adhesion Flats, Rolls, Tablets, etc.)
966-90	Tickets, Special Tags, Labels, Printed: Continuous, Gang or Single
966-92	Typesetting, Hot Type (Linotype)
966-93	Typesetting, Laser
966-94	Typesetting, Photocomposition (Cold Type)
966-95	Typesetting with Modem Capability
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 961-46 Description: Interpretation Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Sign Language Services	1274652132200/468213	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
South Texas Interpreters for the Deaf	1453747488500/473805	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
(There are only 2 HUBs listed in HUB Directory)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 961-40 Description: Interpretation Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpassemblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Sign Language Services	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1274652132200/468213	\$ 500.00	1 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in **SECTION 4** of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

Rev. 09/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: Access Esperanza Clinics Inc.	State of Texas VID #: 74-1655329
Point-of-Contact: Norma L. Garza	Phone #: 956-688-3701
E-mail Address: norma.garza@accessclinics.org	Fax #: 956-688-3751
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: Texas Health and Human Services Commission	Phone #: 512-406-2410
Point-of-Contact: Mahsa Azadi, CTPM	Bid Open Date: 04/04/2016
Requisition #: 529-16-0094	(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date: If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <u>5:00 pm</u> on <u>04/13/2016</u> . <div style="display: flex; justify-content: space-around; font-size: small;"> Central Time Date (mm/dd/yyyy) </div>	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work: Interpreter Services	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable Interpreter Services which include Sign Language Services and provides American Sign Language interpreting as well as Deaf/Blind communication.	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable Bonding / Liability Insurance	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable 916 E. Hackberry Ave., Suite A McAllen, TX 78501	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 5:38 PM
To: 'signlanguageservices@yahoo.com'; 'southtexasinterpretersforthe deaf@yahoo.com'
Subject: Notice of Subcontracting opportunity
Attachments: Notice of Sub-Contracting Opportunities interpretation services.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
961-46 Interpretation Services

Please read the attached notice. Your response is due within 7 working days.

Thank you,

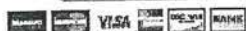


Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

961-46 Interpretation Services

Scope of Work: Provide Interpretation Services which includes American Sign Language, as well as Deaf/Blind tactical communication.

Requirements: Certificated of Liability Insurance & Bond Insurance. Must also sign a Business Associate Agreement.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: signlanguageservices@yahoo.com; southtexasinterpretersforthe deaf@yahoo.com
Sent: Monday, April 04, 2016 5:38 PM
Subject: Relayed: Notice of Subcontracting opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

signlanguageservices@yahoo.com

southtexasinterpretersforthe deaf@yahoo.com

Subject: Notice of Subcontracting opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Norma Garza

From: southtexasinterpretersforthedeaf@yahoo.com
Sent: Monday, April 04, 2016 8:33 PM
To: Norma Garza
Subject: Read report : Notice of Subcontracting opportunity

Recipient: southtexasinterpretersforthedeaf@yahoo.com
Time of reading : 04/04/2016 08:32 PM
Subject: Notice of Subcontracting opportunity

To whom this may concern- I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare; 961-46 Interpretation Services Please read the attached notice. Your response is due within 7 working days. Thank you, Norma Linda Garza, AASA, Chief Financial Officer / Human Resources Director, Management Services & Operations Department 916 E Hackberry Avenue, Suite AMcAllen, Texas 78501 Direct Line: (956)688-3701 Fax: (956)688-3751 norma.garza@accessclinics.org normal

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

SIGN LANGUAGE SERVICES

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1274652132200 / 468213
Vendor Name	SIGN LANGUAGE SERVICES
Vendor Address	1409 RIO GRANDE ST SAN JUAN, TX 78589-4723 USA
County	HIDALGO
Contact	Amy Hermansen
Phone/Fax	956-588-8078/956-720-0832
Email Address	signlanguageservices@yahoo.com
Website	
Business Description	Sign Language Services provides American Sign Language interpreting as well as Deaf/Blind tactile communication.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (F - Deleted for non-payment of annual fee)</u>
	15-FEB-2013

Vendor Performance	Score	# of POs
Commodity Delivery	<u>*</u>	0
Commodity Performance	<u>*</u>	0
Service Delivery	<u>*</u>	0
Service Performance	<u>*</u>	0
Non-Scored Reports:	Satisfactory	Unsatisf.
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports		<u>0</u>

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Date Removed From CMBL	
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	20-MAY-2019
HUB Eligibility	<u>WO (American Woman)</u>
HUB Gender	<u>F</u>

Class Item	Commodity Description (bold for all items in class)
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
961-46	Interpreter Services (Foreign Language, Hearing Impaired, etc.) (See Item 17 for Interpreter Services - Electronically Assisted)
961-67	Sign Language Services for the Hearing Impaired
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbbl@cpa.state.tx.us.

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Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

SOUTH TEXAS INTERPRETERS FOR THE DEAF

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1453747488500 / 473805
Vendor Name	SOUTH TEXAS INTERPRETERS FOR THE DEAF
Vendor Address	711 WEST NOLANA AVENUE SUITE 104-B MCALLEN, TX 78504 USA
County	HIDALGO
Contact	Jovonne Delgado
Phone/Fax	956-971-8000/956-971-8001
Email Address	southtexasinterpretersforthedeaf@yahoo.com
Website	
Business Description	Sign Language Interpreting Services:ASL (American Sign Language), PSE(Pigeon Signed English),SEE(Signed Exact English),Deaf/Blind (tactile interpreting for deaf individuals with limited vision or totally blind) and Trilingual Interpreting.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>

Vendor Performance	Score
Commodity Delivery	* —
Commodity Performance	* —
Service Delivery	* —
Service Performance	* —
Non-Scored Reports:	Satisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>
Exceptional Performance Reports	

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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CMBL Status	<u>Inactive (F - Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	19-JUN-2015
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	30-MAR-2016
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	E

Class Item	Commodity Description (bold for all items in class)
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
961-46	Interpreter Services (Foreign Language, Hearing Impaired, etc.) (See Item 17 for Interpreter Services - Electronically Assisted)
961-67	Sign Language Services for the Hearing Impaired
	Commodity items shown above are available for district(s) 15,16,21,22

See the [CMBL Information Page](#) for information on updates.
Contact CPA by email at e.cmbbl@cpa.state.tx.us.

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<https://mycpa.cpa.state.tx.us/tpasscmbblsearch/VendorDetailFwd.do?vid=07645b34b350a0...> 3/31/2016

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

Item Number: 989-52 Description: Landscaping

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in **SECTION B-1** to your Protégé.

☐ - Yes (If Yes, continue to **SECTION B-4**.)

☒ - No / Not Applicable (If No or Not Applicable, continue to **SECTION B-3** and **SECTION B-4**.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in **SECTION B-1**. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in **SECTION B-1**, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in **SECTION B-1**. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Vista Verde Landscape	1274671384600/468285	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Mumford Landscape Management Inc	1260188117500/66292	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Diamond Landscaping Services LLC	1472183272400/495948	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in **SECTION B-1** to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in **SECTION B-1**. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 988-52 Description: Landscaping Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
King's Lawn Service Plus	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	32-0538543	\$ 12,150.00	9%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there were no responses withing seven (7) working days. The company listed in Section B-4 (b) is our current subcontractor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

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In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Access Esperanza Clinics Inc.</u>	State of Texas VID #: <u>74-1655329</u>
Point-of-Contact: <u>Norma L Garza</u>	Phone #: <u>956-688-3701</u>
E-mail Address: <u>norma.garza@accessclinics.org</u>	Fax #: <u>956-688-3751</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission</u>	Phone #: <u>512-406-2410</u>
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Bid Open Date: <u>04/04/2016</u> (mm/dd/yyyy)
Requisition #: <u>529-16-0094</u>	
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than	<u>5:00 pm</u> on <u>04/13/2016</u> Central Time Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Landscaping Services</u>	
3. Required Qualifications:	<input checked="" type="checkbox"/> - Not Applicable
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<u>Bonding/Liability Insurance</u>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<u>916 E. Hackberry Ave., Suite A McAllen, TX 78501</u>	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 6:21 PM
To: 'vistaverdelandscape@hotmail.com'; 'mumfordslawn@aol.com';
'Diamond_Is@outlook.com'
Subject: Notice of Subcontracting Opportunity
Attachments: Notice of Sub-Contracting Opportunities landscaping.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
988-52 Landscaping

Please read the attached notice. Your response is due within 7 working days.

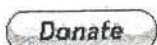
Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

988-52 Landscaping

Scope of Work: Provide Landscaping Services, lawn care, application of fertilizer (chemicals), tree-trimming, and all related landscaping services.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: vistaverdelandscape@hotmail.com; mumfordslawn@aol.com; Diamond_Is@outlook.com
Sent: Monday, April 04, 2016 6:21 PM
Subject: Relayed: Notice of Subcontracting Opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

vistaverdelandscape@hotmail.com

mumfordslawn@aol.com

Diamond_Is@outlook.com

Subject: Notice of Subcontracting Opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 3

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

VISTA VERDE LANDSCAPE

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1274671384600 / 468285
Vendor Name	VISTA VERDE LANDSCAPE
Vendor Address	412 N 16TH ST DONNA,TX 78537-2936 USA
County	HIDALGO
Contact	MIGUEL RODRIGUEZ
Phone/Fax	956-650-7361/
Email Address	vistaverdelandscape@hotmail.com
Website	
Business Description	PROVIDES LAWN CARE,TRACTOR MOWING,IRRIGATION SYSTEMS,NEW LANDSCAPE CONSTRUCTION AND DESIGNS,AND THE APPLICATION OF CHEMICALS INCLUDING FERTILIZER,HERBICIDES,AND PESTICIDES. TREE TRIMMING & ALL RELATED LANDSCAPING SERVICES.
Business Category	<u>Other Services Including Legal Services (06)</u>
	<u>Yes</u>

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=e2d99bf0b828d67c...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 3

Small Business	
CMBL Status	<u>Active Bidder</u>
CMBL Expires	23-FEB-2017
HUB Status	<u>Inactive (I - Inactive; Expired)</u>
Date Removed From HUB	27-FEB-2015
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
918	CONSULTING SERVICES
918-73	Landscaping Consulting
988	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
988-07	Cleaning of Amusement Areas, Exposition Centers, Grounds, Parks, Picnic Areas, Rest Areas, Etc.
988-36	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
988-38	Hydromulching Services
988-52	Landscaping (Including Design, Fertilizing, Planting, etc., But Not Grounds Maintenance or Tree Trimming Services)
988-72	Pest Control (Other Than Buildings) (Includes Spraying of Trees and Shrubs)
988-75	Roadside Maintenance Services (Including Mowing, etc.)
988-88	Tree Trimming and Pruning Services

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/VendorDetailFwd.do?vid=e2d99bf0b828d67c...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 3 of 3

Commodity items shown above are available for district(s) 21
--

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 1 of 2

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

MUMFORD LANDSCAPE MANAGEMENT INC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1260188117500 / 66292
Vendor Name	MUMFORD LANDSCAPE MANAGEMENT INC
Vendor Address	PO BOX 6123 MCALLEN, TX 78502-6123 USA
County	HIDALGO
Contact	Pres./Maria C. Mumford
Phone/Fax	956-686-6648/956-686-6648
Email Address	mumfordslawn@aol.com
Website	
Business Description	Lawn care and landscape services including tree trimming services.
Business Category	<u>Special Trade Construction (03)</u>
Small Business	<u>Yes</u>
	<u>Active Bidder</u>

Vendor Performance	Score	# of POs
Commodity Delivery	* —	0
Commodity Performance	* —	0
Service Delivery	* —	0
Service Performance	* —	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

CMBL Status	
CMBL Expires	13-JAN-2017
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	16-JAN-2018
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	E

Class Item	Commodity Description (bold for all items in class)
988	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
988-36	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.
988-88	Tree Trimming and Pruning Services
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

DIAMOND LANDSCAPING SERVICES, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1472183272400 / 495948
Vendor Name	DIAMOND LANDSCAPING SERVICES, LLC
Vendor Address	PO BOX 817 WESLACO, TX 78599-0817 USA
County	HIDALGO
Contact	EDUARDO PERALEZ
Phone/Fax	956-525-2643/
Email Address	Diamond_Is@outlook.com
Website	
Business Description	Backflow preventer testing, installation and repair; lawn and landscaping services; tree trimming; vacant lot shredding; moving services; debris removal
Business Category	Other Services Including Legal Services (06)
Small Business	Yes
	Active Bidder

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	0	0
Exceptional Performance Reports	0	

<https://mvcna.cna.state.tx.us/trassecmblsearch/VendorDetailFwd.do?vid=a2f120545edbc8d8...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 2

CMBL Status	
CMBL Expires	22-FEB-2017
HUB Status	Inactive (N - Never been certified as a HUB)

Class Item	Commodity Description (bold for all items in class)
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
962-39	Hauling Services
962-46	Installation and Removal Services (Not Otherwise Classified)
962-56	Moving Services
962-68	Removal of Wood, Wood Chips, Bark, etc.
962-73	Restoration/Reclamation Services of Land and Other Properties
	Commodity items shown above are available for district (s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmb1@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 990-80 Description: Surveillance Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Superior Alarms	1742420252500/32458	04/04/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Havoc International Security LLC	1465338018900/489047	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Genuine Security	1453634776900/493134	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 990-80 Description: Surveillance Services

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Protection 1	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 1575.00	2 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there was one response. However, the HUB submitted a bid and the bid was 31% higher than the non-HUB. Due to the budget restraint, the agency needs to honor lowest bid. The company listed in Section B-4 (b) is our current vendor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



Rev. 09/15

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Access Esperanza Clinics Inc.</u>	State of Texas VID #: <u>74-1655329</u>
Point-of-Contact: <u>Norma L Garza</u>	Phone #: <u>956-688-3701</u>
E-mail Address: <u>norma.garza@accessclinics.org</u>	Fax #: <u>956-688-3751</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>04/04/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than	<u>5:00 pm</u> on <u>04/13/2016</u> <small>Central Time Date (mm/dd/yyyy)</small>
<p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p>	
2. Subcontracting Opportunity Scope of Work:	
<u>Surveillance Services, Security and Monitoring services.</u>	
3. Required Qualifications: <input checked="" type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
<u>Bonding/Liability Insurance</u>	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
<u>916 E. Hackberry Ave., Suite A McAllen, TX 78501</u>	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 6:31 PM
To: 'alan@superioralarms.com'; 'pwilliams@havocintlsecurity.com';
'josanna@valleymetro.net'; 'pcantu1212@gmail.com';
'MagnumForceInTexas@gmail.com'
Subject: Notice of Subcontracting opportunities
Attachments: Notice of Sub-Contracting Opportunities alarmmonitoring.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
990-80 Surveillance Services

Please read the attached notice. Your response is due within 7 working days.

Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

990-80 Surveillance Services

Scope of Work: Provide Surveillance Services and Commercial Security and monitoring services. This would also include Telephone and data installations, access control, fire systems, security systems, CCTV systems, intercom systems.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any Interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: alan@superioralarms.com; pwilliams@havocintlsecurity.com; josanna@valleymetro.net; pcantu1212@gmail.com; MagnumForceInTexas@gmail.com
Sent: Monday, April 04, 2016 6:31 PM
Subject: Relayed: Notice of Subcontracting opportunities

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

alan@superioralarms.com

pwilliams@havocintlsecurity.com

josanna@valleymetro.net

pcantu1212@gmail.com

MagnumForceInTexas@gmail.com

Subject: Notice of Subcontracting opportunities

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

SUPERIOR ALARMS

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742420252500 / 32458
Vendor Name	SUPERIOR ALARMS
Vendor Address	PO BOX 3097 MCALLEN, TX 78502-3097 USA
County	HIDALGO
Contact	ALAN YODER
Phone/Fax	956-682-6005/956-213-6379
Email Address	alan@superioralarms.com
Website	http://www.superioralarms.com
Business Description	Superior Alarms is a Texas leader in residential and commercial security and monitoring services. We offer telephone and data installations, access control, fire systems, security systems, CCTV systems, intercom systems and gate operators.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	07-DEC-2016

Vendor Performance
Commodity Delivery
Commodity Performance
Service Delivery
Service Performance
Non-Scored Reports:
Delegated, Exempt, and Blanket POs
Exceptional Performance Reports

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=2c07afe692790ff45...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 6

HUB Status	Inactive (N - Never been certified as a HUB)
-------------------	--

Class	Commodity Description (bold for all items in class)
Item	
195	CLOCKS, WATCHES, TIMEPIECES, JEWELRY AND PRECIOUS STONES
195-40	Master Clock Systems and Parts
280	ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
280-30	Control Cables and Wires, Solid and Stranded, Single and Multiconductor (Up to 600V, for use in Boiler Controls, Fire Alarms, Motors, etc.)
280-80	*Underground Cables and Wires, Solid and Stranded, Single and Multiconductor, Aluminum and Copper: Types UF, URD, USE, XLP, etc.
280-90	*Weatherproof Cables and Wires, Solid and Stranded, Single and Multiconductor, Aluminum and Copper: Types RR, WP, etc.
287	ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCESSORIES (SEE CLASS 730 FOR TESTING OR ANALYZING TYPE)
287-12	Batteries and Hardware For Electronic Equipment (Including Recycled Types)
340	FIRE PROTECTION EQUIPMENT AND SUPPLIES
340-15	Fire and Medical Alert Systems
340-16	Fire Alarm Systems, Power Sirens, and Controls
340-20	Fire Detecting Equipment
340-80	Smoke Detecting Equipment (Incl. Smoke Alarms)
550	MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
550-38	Parking Meters and Area Control Equipment
550-91	Vehicle Detectors
680	POLICE, PRISON AND SECURITY ACCESS EQUIPMENT AND SUPPLIES
680-32	Burglar Alarms
	Detectors, Gun and Metal

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 3 of 6

680-44	
680-87	*Surveillance Cameras and Counter-surveillance Equipment and Supplies
726	RADIO COMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
726-51	*Global Positioning Systems, Satellite (Global Info. System)
726-63	*Intercom Systems, Household or Office
726-64	*Intercom Systems, Prison
803	SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC.
803-30	Intercom Systems, Group (For Panel Discussions, Schoolrooms, Hospital Rooms, etc.)
803-39	Microphones and Related Equipment (Not Wireless Systems): Chestsets, Earphones, Handsets, Headphones, etc.
803-40	Microphones and Related Equipment (Wireless Systems): Chestsets, Earphones, Handsets, Headphones, etc.
803-45	Music Systems and Components: Amplifiers, Mixers, Preamplifiers, Tuners, Turntables, etc.
803-50	Music Systems and Components (Stereo Only)
803-55	Paging Systems, Loud Speaker Type
803-61	Public Address Systems, Stationary
838	TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
838-23	*Batteries, Communication (Radio, Telephone, etc)
838-26	Cabinets for Data, Frames, Runway, Cable Management, Raceway, Wire Mesh or Basket Tray, Interduct (Telecom Closets)
838-28	*Cable, Copper (Cat. 5E 6 etc) Including Interconnecting Components and Accessories (See Class 280 for Other Communications Cable)
838-29	*Cable, Fiber Optic w/Interconnecting Components and Accessories (See Class 280 for Other Communications Cable)
838-33	*Communications: Networking, Linking, Fiber Modems, Power Over Ethernet, Wireless
	*Communication Security Systems

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=2c07afe692790ff45...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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838-34	
838-35	*Communication Systems, Integrated (Includes Telephone, Clock, Intercom, etc.)
838-39	Consoles and Racks, Security
838-40	*Controllers, Remote, Wireless, Infrared/Radio Frequency
838-45	*Emergency Radio/Telephone Systems (411, 911 etc. Dispatch)
838-47	*Emulators, Telecommunication
838-83	*Telecommunication (Internet Protocol) Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products
838-85	*Telecommunication Parts and Accessories (Not Otherwise Classified)
838-96	*Wire and Cable, Telecommunication (Not Otherwise Specified)
839	TELEPHONE EQUIPMENT, ACCESSORIES AND SUPPLIES
839-12	*Accessories, Telephone (Not Otherwise Classified)
839-31	*Call Answering Telephone Systems (High Volume)
839-32	*Call Answering Telephone Systems (Low Volume)
839-40	*Digital Subscriber Loop (DSL) Equipment
839-54	*Nurse Call Systems
839-77	*Switchboards, Telephone
839-83	*Telephone Cards
839-84	*Telephone Dialing and Answering Apparatus
839-85	*Telephone Equipment Parts and Accessories (Not Otherwise Classified)
839-86	*Telephones, Prison
839-87	*Telephone Systems (2-60 Stations)

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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839-88	*Telephone Systems (Over 60 Stations)
839-92	*Videophone Devices, Equipment and Accessories
840	TELEVISION EQUIPMENT AND ACCESSORIES
840-10	Antennas and Accessories: Amplifiers, Brackets, Masts, Mounts, Rotators, Standoffs, etc. (Television Only)
840-45	*Satellite Receiver Dish (Video)
840-58	Television Hardware (Adapters, Brackets, Connectors, and Converters - Analog to Digital, etc.)
840-60	Television Receivers and Consoles
840-70	Video Camera-Recorders, Accessories and Parts (Portable Type)
840-71	Video Cassette Recorders (VCR), Accessories and Parts (Consumer)
840-74	Video Monitors, Demodulators, Signal Processors, etc; Accessories and Parts
840-82	Video/Disk/DVD Players (Recorders and Playback Only Devices); CDI Players, etc.
840-84	*Video and Audio Systems, Accessories and Parts (Closed Circuit TV) (Including Surveillance Type)
906	ARCHITECTURAL SERVICES, PROFESSIONAL
906-93	Video Systems Design - Architectural Services
910	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
910-23	Firestop Systems (Includes Installation and Fireproofing)
918	CONSULTING SERVICES
918-32	Consulting Services (Not Otherwise Classified)
918-58	Governmental Consulting
918-87	Purchasing Consulting (Incl. Specification Development)
918-93	Security/Safety Consulting
936	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR GENERAL EQUIPMENT

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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936-73	Security and Access Systems Maintenance and Repair
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
962-18	*Cable Construction, Installation and Maintenance (Fiber Optic, Communication, Computer, etc.)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY)
990-42	Fire and Safety Services
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbbl@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

HAVOC INTERNATIONAL SECURITY LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1465338018900 / 489047
Vendor Name	HAVOC INTERNATIONAL SECURITY LLC
Vendor Address	4108 N. 10TH ST. SUITE 1100 MCALLEN, TX 78504 USA
County	HIDALGO
Contact	PAUL WILLIAMS
Phone/Fax	956-627-2523/956-627-6706
Email Address	PWILLIAMS@HAVOCINTLSECURITY.COM
Website	http://WWW.HAVOCINTLSECURITY.COM
Business Description	Security services. Provide armed & unarmed security guards, private investigations, armored car, courier services, personal protection officers, security consultants and security guard training & continuing education.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Inactive (N - Not on CMBL)</u>
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>

Vendor Performance

Commodity Delivery

Commodity Performance

Service Delivery

Service Performance

Non-Scored Reports:

Delegated, Exempt, and Blanket POs

Exceptional Performance Reports

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/VendorDetailFwd.do?vid=109fe1af08ab37ca...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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HUB Expires	12-FEB-2019
HUB Eligibility	<u>BL (Black American)</u>
HUB Gender	<u>M</u>

Class Commodity Description (bold for all items in class)	
Item	
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY)
990-10	Armored Car Services
990-25	Crime Prevention Services
990-27	Crossing Guard Services
990-46	Guard and Security Services
990-52	Investigative Services
990-67	Patrol Services
990-77	Safety Training and Awareness Services (Including Highway Safety, Boating, Seat Belt, CPR and AED Training)
990-80	*Surveillance Services
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

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- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

GENUINE SECURITY

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1453634776900 / 493134
Vendor Name	GENUINE SECURITY
Vendor Address	PO BOX 5129 MISSION, TX 78573-0088 USA
County	HIDALGO
Contact	PABLO E CANTU
Phone/Fax	956-271-2153/
Email Address	pcantu1212@gmail.com
Website	
Business Description	We provide security guards for businesses and also for clients that need security around there place of living or where they conduct business.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>

Vendor Performance	Score	# of POs
Commodity Delivery	* —	0
Commodity Performance	* —	0
Service Delivery	* —	0
Service Performance	* —	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 3

CMBL Status	<u>Active Bidder</u>
CMBL Expires	17-SEP-2016
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	02-SEP-2019
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY)
990-27	Crossing Guard Services
990-30	Disaster Relief Services
990-46	Guard and Security Services
990-52	Investigative Services
990-67	Patrol Services
990-78	Security Services, Hazardous Waste Site
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Search For Vendors - CMBL HUB Vendor Detail

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Access Esperanza Clinics Inc.

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- System for Award Management (EPLS)
- Debarred Vendors List

VALLEY METRO SECURITY, L.L.C.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742997571100 / 06786
Vendor Name	VALLEY METRO SECURITY, L.L.C.
Vendor Address	12513 BAIL BOND DR EDINBURG, TX 78542-2811 USA
County	HIDALGO
Contact	President / FRANCISCO GUERRERO
Phone/Fax	956-287-7600/956-287-7605
Email Address	josanna@valleymetro.net
Website	https://www.valleymetro.net
Business Description	Uniformed Security Guard Service and Investigations. Armed and Unarmed Security Officers.
Business Category	Other Services Including Legal Services (06)
Small Business	Yes
CMBL Status	Active Bidder
CMBL Expires	15-JUN-2016
HUB Status	Active Bidder (A - Approved; Active Texas certified HUB)
HUB Expires	14-MAY-2019
HUB Eligibility	HI (Hispanic American)
HUB Gender	M

Vendor Performance

Commodity Delivery

Commodity Performance

Service Delivery

Service Performance

Non-Scored Reports:

Delegated, Exempt, and Blanket POs

Exceptional Performance Reports

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

Page 2 of 3

Class Item	Commodity Description (bold for all items in class)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY)
990-10	Armored Car Services
990-22	*Card Access Security Services
990-25	Crime Prevention Services
990-27	Crossing Guard Services
990-29	Disaster Preparedness/Emergency Planning Services
990-30	Disaster Relief Services
990-31	Dispatching Services, To Include Fire, Police and Medical Services
990-33	Drug Detection Services (Including Use of Drug Sniffing Dogs)
990-36	Emergency Facility Support Management
990-39	*Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting
990-41	Fingerprinting Services
990-46	Guard and Security Services
990-52	Investigative Services
990-67	Patrol Services
990-77	Safety Training and Awareness Services (Including Highway Safety, Boating, Seat Belt, CPR and AED Training)
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbll@cpa.state.tx.us.

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

MAGNUM FORCE SECURITY

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1263209642100 / 495757
Vendor Name	MAGNUM FORCE SECURITY
Vendor Address	10510 N MOOREFIELD RD MISSION, TX 78574-4400 USA
County	HIDALGO
Contact	Adrian Garcia
Phone/Fax	956-445-2731/956-585-8832
Email Address	MagnumForceInTexas@gmail.com
Website	http://www.MagnumForceSecurity.net
Business Description	Security Guard and Patrol
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	13-FEB-2017
HUB Status	

Vendor Performance	Score	# of
Commodity Delivery	*	
Commodity Performance	*	
Service Delivery	*	
Service Performance	*	
Non-Scored Reports:	Satisfactory	Unsa
Delegated, Exempt, and Blanket POs	<u>0</u>	
Exceptional Performance Reports		<u>0</u>

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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	Inactive (N - Never been certified as a HUB)
--	--

Class Item	Commodity Description (bold for all items in class)
990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY)
990-25	Crime Prevention Services
990-27	Crossing Guard Services
990-46	Guard and Security Services
990-67	Patrol Services
990-78	Security Services, Hazardous Waste Site
990-80	*Surveillance Services
	Commodity items shown above are available for district(s) 21

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 475 Description: Hospital, Surgical, and Medical Related Supplies

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Rising Star Medical Supply, Inc.	1900793192600/489030	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Native Medical Supply, Inc.	1473415661600/494930	04/04/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
There were only 2 HUBs listed in HUB Directory			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 475 Description: Hospital, Surgical, and Medical Related Supplies

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
McKesson Medical Surgical	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 62,580.00	45 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there were no responses within seven (7) working days. The company listed in Section B-4 (b) is our current vendor and is part of the 340(b) discount pricing vendors.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

Rev. 09/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Access Esperanza Clinics Inc. State of Texas VID #: 741655329
 Point-of-Contact: Norma L Garza Phone #: 956-688-3701
 E-mail Address: norma.garza@accessclinics.org Fax #: 956-688-3751

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission Phone #: 512-406-2410
 Point-of-Contact: Mahsa Azadi, CTPM Bid Open Date: 04/04/2016
 Requisition #: 529-16-0094 (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 pm on 04/13/2016.
 Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Hospital, Surgical, and Medical Related Supplies

3. Required Qualifications:

☒ - Not Applicable

4. Bonding/Insurance Requirements:

Bonding/Liability insurance

☐ - Not Applicable

5. Location to review plans/specifications:

916 E. Hackberry Ave., Suite A McAllen, TX 78501

☐ - Not Applicable

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Monday, April 04, 2016 6:53 PM
To: 'FGJR10@RGV.RR.COM'; 'josh@nativemedical.com'
Subject: Notice of Subcontracting Opportunity
Attachments: Notice of Sub-Contracting Opportunities medical supplies.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;

475 Hospital, Surgical, and Medical Related Supplies

Please read the attached notice. Your response is due within 7 working days.

Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

475 – Hospital, Surgical, and Medical Related Supplies

Scope of Work: Provide medical supplies for our agency which include but not limited to needles, microscope slides, blood tubes, sharps containers, syringes, etc.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: FGJR10@RGV.RR.COM; josh@nativemedical.com
Sent: Monday, April 04, 2016 6:53 PM
Subject: Relayed: Notice of Subcontracting Opportunity

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

FGJR10@RGV.RR.COM

josh@nativemedical.com

Subject: Notice of Subcontracting Opportunity

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Norma Garza

From: Frank Guerra <fgjr10@rgv.rr.com>
To: Norma Garza
Sent: Tuesday, April 05, 2016 8:06 AM
Subject: Read: Notice of Subcontracting Opportunity

Your message was read on Tuesday, April 05, 2016 8:05:45 AM (GMT-06:00) Central Time (US & Canada).

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

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- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

RISING STAR MEDICAL SUPPLY, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1900793192600 / 489030
Vendor Name	RISING STAR MEDICAL SUPPLY, LLC
Vendor Address	4201 N 22ND ST MCALLEN, TX 78504-4143 USA
County	HIDALGO
Contact	FRANCISCO GUERRA
Phone/Fax	956-624-5555/956-618-3110
Email Address	FGJR10@RGV.RR.COM
Website	http://WWW.ALLSTARMEDSUPPLY.COM
Business Description	Sell medical equipment & supplies: strep A test, HCG test, flu, rsv, mono, crp, ra, rotavirus, adenovirus, IFOB, FOB, Multistix 10SG, microalbumin strips, blood collection needles, needle holders, microscope (slides, cover slips), blood tubes, sharps containers, syringes.
Business Category	<u>Commodities Wholesaler/Reseller (07)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
	08-DEC-2016

Vendor Performance

Commodity Delivery

Commodity Performance

Service Delivery

Service Performance

Non-Score Reports:

Delegate Exempt, Blanket

Exception Performance Reports

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/VendorDetailFwd.do?vid=ec65a917c140576...> 3/29/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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CMBL Expires	
HUB Status	Active Bidder (A - Approved; Active Texas certified HUB)
HUB Expires	21-JAN-2019
HUB Eligibility	HI (Hispanic American)
HUB Gender	M

Class Commodity Description (bold for all items in class)	
Item	
193	CLINICAL LABORATORY REAGENTS AND TESTS (BLOOD GROUPING, DIAGNOSTIC, DRUG MONITORING, ETC.)
193-12	Blood Chemistry and Hematology Reagents and Supplies (For Automatic and Semiautomatic Instruments): Counting Controls, Detergents, etc.
193-14	Blood Chemistry Reagents and Tests, Nonautomated (For BUN, Enzymes, Glucose, Proteins, Triglycerides, etc.)
193-36	Diagnostic Reagents and Supplies (For Automated Chemistry)
193-40	Diagnostic Reagents and Tests (For Diseases, Pregnancy, etc.): Cards, Slides, Spot Tests, Strips, Tablets, etc.
193-48	Drug Assay and Screening Test Kits (Except Radioimmunoassay)
193-88	Test (For Examination of Other Body Fluids, Wastes, etc., Not Otherwise Itemized)
193-89	Test Kits and Supplies, Chemistry (Not Otherwise Classified)
193-92	Urine and Spinal Fluid Controls, Normal and Abnormal
193-94	Urinalysis Reagents and Tests (For Albumin, Bile, Blood, Glucose, Ketones, etc.)
475	HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS
475-09	Bandages (All Types), Adhesive Tapes, Dressings, Plaster of Paris, and Surgical Gauze (Including Casts)
475-11	Blades and Handles, Surgeons'
475-16	Catheters, IV: Around Needle, Inside Needle, and Winged Vein Sets

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/VendorDetailFwd.do?vid=ec65a917c140576...> 3/29/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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475-17	Catheters and Urinary Drainage Systems, Plastic and Rubber
475-24	Collection Systems, Suction, Disposable
475-27	Cotton and/or Rayon, Surgical (Dry or Impregnated With Germicide): Applicators, Balls, Padding, Swabs, etc.
475-29	Diabetes Test Kits (Including Syringes)
475-31	Dispensers, Hospital (Not Otherwise Classified)
475-34	Disposal Systems, Non-reusable (For Blades, Hospital Waste Containers, Needles, Syringes, etc.)
475-35	Electrodes, Grounding Pads, Lead Wires, and Electrode Gel (For Monitoring Devices), Disposable
475-41	Gloves and Finger Cots, Medical Type
475-50	Lancets, Blood
475-61	Needles, Specialized: Amniocentesis Type, Biopsy, Spinal, Surgical, etc.
475-62	Operating and Examining Apparel, Disposable: Capes, Caps, Examination Paper, Gowns, Masks, etc.
475-66	Packs, Pads, and Drapes, Surgical: Lap Sponges, OB Pads, etc.
475-67	Personal Items: Applicators, Corn Plasters, Safety Pins, Suspensories, Tongue Blades, etc.
475-74	Sets, Procedural, Disposable: Catheter Care, Enema, Irrigation, Surgical Prep, Surgical Scrub, Suture Removal, Urine and Stool Collection Kits, etc.
475-77	Sterilizing, Sanitizing and Disinfecting Supplies: Biohazard Bags, Indicators, Sterilizing Tapes, Tubes, Wraps, etc.
475-82	Syringes, Hypodermic and Irrigation (Disposable), and Hypodermic Needles
475-85	Thermometers, Clinical; Sheaths and Dispensers (Including Electronic)
475-93	Vaccination Needles and Devices (Incl. Immunology Equipment)
475-95	Vacuum Blood-Collecting Sets (Tubes, Tube-Holders, and Needles)
475-97	Vaginal Speculums and Dilators, Disposable

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25
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- System for Award Management (EPLS)
- Debarred Vendors List

NATIVE MEDICAL SUPPLY, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1473415661600 / 494930
Vendor Name	NATIVE MEDICAL SUPPLY, LLC
Vendor Address	3009 N GLASSCOCK RD MISSION, TX 78574-2041 USA
County	HIDALGO
Contact	Joshua Stewart
Phone/Fax	432-528-8713/
Email Address	josh@nativemedical.com
Website	
Business Description	Medical supply distribution company that is Native American owned and registered. We offer supplies for hospital systems, physicians, dentists, and veterinarians. MBE and HUB certified.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Yes</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	22-DEC-2016
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	03-DEC-2016

Vendor Performance
Commodity Delivery
Commodity Performance
Service Delivery
Service Performance
Non-Scored Reports:
Delegated, Exempt, and Blanket POs
Exceptional Performance Reports

Access Esperanza Clinics Inc.

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HUB Eligibility	AI (Native American)
HUB Gender	M

Class Commodity Description (bold for all items in class)	
Item	
475	HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS
475-05	Apnea Equipment and Supplies, Sleep
475-06	Atomizers and Nebulizers, Pocket Size
475-08	Bags, Physician and Nurse
475-09	Bandages (All Types), Adhesive Tapes, Dressings, Plaster of Paris, and Surgical Gauze (Including Casts)
475-10	Bath Systems Complete, Patient
475-11	Blades and Handles, Surgeons'
475-12	Body Parts for Transplanting, Artificial and Human
475-14	Brush-Sponges, Scrub Brushes, and Dispensers
475-15	Brushes, Specialized, Instrument Cleaning: Tracheal Tube, etc.
475-16	Catheters, IV: Around Needle, Inside Needle, and Winged Vein Sets
475-17	Catheters and Urinary Drainage Systems, Plastic and Rubber
475-18	Catheters, Specialized (And Guide Wires)
475-19	Cement and Tape Remover, Surgical
475-20	Cleaning Equipment and Supplies (For Infectious Body Fluid)
475-21	Care Supplies, Patient (Not Otherwise Classified)
475-22	Clips, Wound (Not for Use in Automatic Suturing Instruments)
475-24	Collection Systems, Suction, Disposable

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/VendorDetailFwd.do?vid=1c1474259b57b7...> 3/31/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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475-26	Crushers and Cutters, Tablet
475-27	Cotton and/or Rayon, Surgical (Dry or Impregnated With Germicide): Applicators, Balls, Padding, Swabs, etc.
475-28	Debridement Products and Supplies
475-29	Diabetes Test Kits (Including Syringes)
475-30	Decubitus Pads: Sheepskin Shearlings, Synthetics, etc.
475-31	Dispensers, Hospital (Not Otherwise Classified)
475-32	Disposals, Sanitary Napkin
475-33	Dermatome Blades, Cement, and Tape
475-34	Disposal Systems, Non-reusable (For Blades, Hospital Waste Containers, Needles, Syringes, etc.)
475-35	Electrodes, Grounding Pads, Lead Wires, and Electrode Gel (For Monitoring Devices), Disposable
475-36	Glassware: Bottles, Prescription and Nursing; Glasses, Medicine; Jars, Ointment and Dressing; Vials, Medicine, Specimen, etc.
475-37	Emergency Medical Services (EMS) Equipment and Supplies (Including Response Kits, Life Support Kits, Trauma Kits, etc.)
475-39	Glove Powder and Detergents
475-40	Grafts and Implants, External
475-41	Gloves and Finger Cots, Medical Type
475-42	Grafts and Implants, Internal
475-43	Height Measurement Devices
475-44	Hosiery, Orthopedic and Surgical
475-45	Hospital Tubing and Accessories (All Types)
475-47	Identification Supplies, Patient
475-48	Instrument Cleaners: Instrument Milk, Detergents, Lubricants, Rust Inhibitors, etc.

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/VendorDetailFwd.do?vid=1c1474259b57b7...> 3/31/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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475-49	Instructional Aids and Training Programs, Medical (See Class 345 and/or Class 785 for Manikins and Models)
475-50	Lancets, Blood
475-51	Lymphatic Equipment and Supplies (Mapping, Navigator, etc.)
475-52	Medical Ergonomic Instruments and Equipment
475-53	Medical I.D. Bracelets, Tags, etc., for Hospital Patients and Medical Emergency
475-54	Medical Documentation Forms, Charts, Labels, etc.
475-55	Medical Examination Equipment and Supplies (Not Otherwise Classified)
475-61	Needles, Specialized: Amniocentesis Type, Biopsy, Spinal, Surgical, etc.
475-62	Operating and Examining Apparel, Disposable: Capes, Caps, Examination Paper, Gowns, Masks, etc.
475-63	Ostomy Care Products
475-64	Paper Goods: Diapers, Medication Blister Cards, Pillow Cases, Sheets, Wiping Tissues, etc.
475-65	Pads, Sterile, Impregnated (For Topical Applications)
475-66	Packs, Pads, and Drapes, Surgical: Lap Sponges, OB Pads, etc.
475-67	Personal Items: Applicators, Corn Plasters, Safety Pins, Suspensories, Tongue Blades, etc.
475-68	Paramedic Equipment and Supplies (Not Otherwise Classified)
475-69	Pharmaceutical Equipment and Supplies (Not Otherwise Classified)
475-70	Plastic Ware: Bottles; Prescription and Nursing; Cups, Medicine; Jars, Ointment and Dressing; Vials, Medicine; Specimen, Sickness Bags, etc.
475-71	Protective Wall and Corner Guards Installed in Health and Nursing Facilities (For Patients Safety and Protection)
475-72	Recycled Hospital Accessories and Sundry Equipment and Supplies
475-73	Rubber, Fabric, and Plastic Goods: Cadaver Bags and Shrouds, Ice Bags, Sheeting, Tubing, Water Bottles, etc.

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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475-74	Sets, Procedural, Disposable: Catheter Care, Enema, Irrigation, Surgical Prep, Surgical Scrub, Suture Removal, Urine and Stool Collection Kits, etc.
475-75	Stopcocks and Adapters, Reusable
475-76	Stopcocks, Disposable
475-77	Sterilizing, Sanitizing and Disinfecting Supplies: Biohazard Bags, Indicators, Sterilizing Tapes, Tubes, Wraps, etc.
475-78	Sutures and Suturing Needles, Disposable (Including Skin Staplers, Skin Closures and Supplies)
475-79	Surgical Bougies, Sounds, Obturators, etc.
475-80	Syringes and Needles, Hypodermic, Reusable
475-81	Surgical Support Supplies incl. Post-Surgery (Not Otherwise Classified)
475-82	Syringes, Hypodermic and Irrigation (Disposable), and Hypodermic Needles
475-83	Tissues, Body
475-84	Trauma Packs and Kits
475-85	Thermometers, Clinical; Sheaths and Dispensers (Including Electronic)
475-86	Trays, Preparation
475-87	Tracheotomy Equipment and Accessories (Including Tracheal Tubes, Masks, etc.)
475-88	Utensils, Sickroom: Aluminum, Enamelware, Stainless Steel, etc. (Bed Pans, etc.)
475-89	Utensils, Sickroom, Fiber: Bed Pans, Preparation Trays, Pill Bottles, etc.
475-90	Utensils, Sickroom, Plastic (Bed Pans, etc.)
475-93	Vaccination Needles and Devices (Incl. Immunology Equipment)
475-95	Vacuum Blood-Collecting Sets (Tubes, Tube-Holders, and Needles)
475-97	Vaginal Speculums and Dilators, Disposable

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25
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See the [CMBL Information Page](#) for information on updates. Contact CPA by email at e.cmbi@cpa.state.tx.us.

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Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 920-37 Description: Networking Services (including installation and maintenance)

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Sky IT Solutions	1454907686800/476867	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Focused Solutions	1731703114800/42483	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Reyna Enterprises Inc. DBA CRC	1742776534600/05133	04/04/2016	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Access Esperanza Clinics Inc.

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Access Esperanza Clinics Inc.

Requisition #: 529-16-0094

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 920-37 Description: Networking Services (including installation and maintenance)

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
CORE Business Solutions	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	20-0073490	\$ 21,600.00	16%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Texas Certified HUB's were sent notices and there were no responses within seven (7) working days.
The company listed in Section B-4 (b) is our current subcontractor.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Access Esperanza Clinics Inc.



HUB Subcontracting Opportunity Notification Form

Rev. 09/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Access Esperanza Clinics Inc.</u>	State of Texas VID #: <u>741655329</u>
Point-of-Contact: <u>Norma L Garza</u>	Phone #: <u>956-688-3701</u>
E-mail Address: <u>norma.garza@accessclinics.org</u>	Fax #: <u>956-688-3751</u>
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Texas Health and Human Services Commission</u>	
Point-of-Contact: <u>Mahsa Azadi, CTPM</u>	Phone #: <u>512-406-2410</u>
Requisition #: <u>529-16-0094</u>	Bid Open Date: <u>04/06/2016</u> <small>(mm/dd/yyyy)</small>
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,</p> <p style="text-align: center;">we must receive your bid response no later than <u>5:00 pm</u> on <u>04/15/2016</u>.</p> <p style="text-align: center;"><small>Central Time Date (mm/dd/yyyy)</small></p>	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
IT technical support, networking installation and maintenance, server configurations, software support.	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
Network Specialist Certified	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
Bonding/Liability Insurance	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	
916 E. Hackberry Ave., Suite A McAllen, TX 78501	

Access Esperanza Clinics Inc.

Norma Garza

From: Norma Garza
Sent: Wednesday, April 06, 2016 2:33 PM
To: 'EMEJIA@SKYSOLUTIONS.COM'; 'JLDLC@SBCGLOBSL.NET'; 'GREYNA@CRC-COMPUTERS.COM'
Subject: Subcontracting Opportunity Notification
Attachments: Notice of Sub-Contracting Opportunities Networking.docx
Importance: High

To whom this may concern-

I am attaching a Notice of Sub-Contracting Opportunity which includes the following areas of healthcare;
920-37 Networking Services (Including installation and maintenance).

Please read the attached notice. Your response is due within 7 working days.

Thank you,



Norma Linda Garza, AASA, Chief Financial Officer / Human Resources
Director, Management Services & Operations Department
916 E Hackberry Avenue, Suite A
McAllen, Texas 78501
Direct Line: (956)688-3701
Fax: (956)688-3751
norma.garza@accessclinics.org
normal.garza@gmail.com

NOTE: Confidential Information - This transmission and any files that may accompany the transmission contain information belonging to Access Esperanza Clinics, Inc. that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and illegal. If you have received this transmission in error, please notify us by telephone at (956) 688-3701 to arrange for the return of the transmission and any accompanying files.

To ensure that all individuals in our community can exercise their rights to sexual and reproductive health, ACCESS provides education, advocacy, and affordable high quality health care."

Donate



Access Esperanza Clinics Inc.



NOTICE OF SUB-CONTRACTING OPPORTUNITIES

In accordance with government code 2161-252 and Texas Administrative Code (TAC) Title 34, Part 1 Chapter 20 Subchapter B, Rule 20.14 and as requirement of competitive RFP for client services sub-grant, community services, Texas Health and Human Services Commission (HHSC) RFP No. 529-16-0094, please be advised that Access Esperanza Clinics, Inc., is requesting bids from certified Texas Historically Underutilized Business (HUB) for a grant proposal to the Texas Health and Human Services Commission that begins July 1, 2016.

Notice of subcontracting opportunities includes the following areas of healthcare:

920-37 Networking Services (including installation and maintenance)

Scope of Work: Provide Networking Services including installation and maintenance. Technical support, server configurations, software configurations, etc.

Requirements: Certificated of Liability Insurance & Bond Insurance.

Instructions: Any interested Texas certified HUB can request an information packet which includes the scope of work, insurance and bonding requirements, required professional qualifications and certifications. Contact person: Norma L. Garza, Financial Officer (956)688-3701 or email norma.garza@accessclinics.org.

Response is due within 7 working days from receipt of this notice.

Access Esperanza Clinics, Inc.

916 East Hackberry, McAllen, Texas 78501

Ph: (956) 688-3701

Fax: (956) 688-3751

Access Esperanza Clinics Inc.

Norma Garza

From: Microsoft Exchange
To: EMEJIA@SKYSOLUTIONS.COM; JLDLC@SBCGLOBSL.NET; GREYNA@CRC-COMPUTERS.COM
Sent: Wednesday, April 06, 2016 2:33 PM
Subject: Relayed: Subcontracting Opportunity Notification

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

EMEJIA@SKYSOLUTIONS.COM

JLDLC@SBCGLOBSL.NET

GREYNA@CRC-COMPUTERS.COM

Subject: Subcontracting Opportunity Notification

Sent by Microsoft Exchange Server 2007

Access Esperanza Clinics Inc.

Norma Garza

From: Gaudy Reyna <greyna@crc-computers.com>
To: Norma Garza
Sent: Wednesday, April 06, 2016 2:50 PM
Subject: Read: Subcontracting Opportunity Notification

Your message was read on Wednesday, April 06, 2016 2:50:07 PM (GMT-06:00) Central Time (US & Canada).

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

SKY IT SOLUTIONS INC.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1454907686800 / 476867
Vendor Name	SKY IT SOLUTIONS INC.
Vendor Address	705 S TEXAS BLVD WESLACO, TX 78596-7051 USA
County	HIDALGO
Contact	Esteban Mejia Jr.
Phone/Fax	956-969-5855/956-969-5844
Email Address	emejia@skyitsolutions.com
Website	http://www.skyitsolutions.com
Business Description	Our company offers a wide range of technology products and services. Such as technical support, networking installation, server configurations, software development, Voice over IP Phone Systems and planning and consulting are just a few that we offer.
Business Category	<u>Other Services Including Legal Services (06)</u>
	<u>Yes</u>

Vendor Performance	Score	# of POs
Commodity Delivery	*	0
Commodity Performance	*	0
Service Delivery	*	0
Service Performance	*	0
Non-Scored Reports:	Satisfactory	Unsatisfact
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

<https://mvpca.cpa.state.tx.us/tpasscmlsearch/VendorDetailFwd.do?vid=3f5d17c410a01529...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Small Business	
CMBL Status	<u>Inactive (N - Not on CMBL)</u>
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	19-OCT-2016
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
204-10	*Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
204-13	*Cables: Printer, Disk, Network, etc.
204-16	*Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
204-19	*Communication Boards: Fax, Modem (Internal), etc.
204-20	*Communication Control Units: Concentrators, Multiplexers, Couplers, Scan Converters, etc.
204-22	Computer Kiosks, Informational, Touchscreen or Keyboard Input
204-24	*Controllers, Programmable: Industrial Control Devices, Robots, etc.
204-25	*Controllers, Tape: Tape Subsystems, etc.
204-28	*Data Entry and Remote Job Entry Devices, Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc.

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=3f5d17c410a01529...> 4/4/2016

Access Esperanza Clinics Inc.

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204-29	*Data/File Security Hardware/Software, to Include Encryption
204-32	*Drives, External (Jump Drives, Flash Drives, etc.)
204-33	*Drives, Compact Disk (CD ROM, DVR, etc.)
204-34	*Drives, Floppy Disk
204-35	*Drives, Hard/Fixed Disk
204-37	*Drives, Tape
204-39	*Duplicators, DVD, CD, Hard Drives, etc.
204-42	*Expansion/Accelerator Boards: Hard Drive Controller Cards, Memory, Processor, SCSI, Video Cards, etc.
204-46	*Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM)
204-47	*Integrated Hardware-Software I.T. Solution (Microcomputer)
204-48	*Keyboards
204-53	*Microcomputers, Desktop or Tower based
204-54	*Microcomputers, Handheld, Laptop, and Notebook
204-55	*Microcomputers, Multi-Processor
204-58	*Modems, External, Data Communications
204-60	*Monitors, Color and Monochrome (CGA, VGA, SVGA, etc.)
204-62	*Motherboards
204-64	*Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=3f5d17c410a01529...> 4/4/2016

Access Esperanza Clinics Inc.

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	Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
204-68	*Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access Cards, Headsets and Microphones, etc.
204-70	*Picture Archiving Computer System (PACS)
204-71	*Plotters, Graphic
204-72	*Power Supplies and Power Related Parts, Internal
204-74	*Printer Sharing Devices
204-75	*Printers, Dot Matrix
204-76	*Printers, Inkjet
204-77	*Printers, Laser
204-78	*Printers, Pen Plotter
204-79	*Printers, Digital
204-80	*Printers, Thermal
204-82	*Printers, Microcomputer (Not Otherwise Classified)
204-83	*Recycled Microcomputer Hardware and Peripherals
204-84	*Retrieval Systems, Computer Assisted: Indexing, Retrieval (CD ROM Jukebox, etc.) and Access Systems
204-87	*Scanners, Film
204-88	*Scanners, Document: Handheld, Desktop and High Volume
204-89	*Scanners and Readers, Magnetic Strip
204-90	*Scanners and Readers, Optical Character and Magnetic Type: Bar

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/VendorDetailFwd.do?vid=3f5d17c410a01529...> 4/4/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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	Code, Remittance Scanner/Processors, Point of Sale Scanners, etc.
204-91	*Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc)
204-93	*Terminals and CRTs: Data Processing Systems
204-95	*Word Processing Equipment, Accessories and Supplies (Not Otherwise Classified)
204-96	*Workstations: SPARC, RISC, etc. (For Use With CAD/CAM, etc.)
838	TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
838-26	Cabinets for Data, Frames, Runway, Cable Management, Raceway, Wire Mesh or Basket Tray, Interduct (Telecom Closets)
838-28	*Cable, Copper (Cat. 5E 6 etc) Including Interconnecting Components and Accessories (See Class 280 for Other Communications Cable)
838-29	*Cable, Fiber Optic w/Interconnecting Components and Accessories (See Class 280 for Other Communications Cable)
838-33	*Communications: Networking, Linking, Fiber Modems, Power Over Ethernet, Wireless
838-34	*Communication Security Systems
838-35	*Communication Systems, Integrated (Includes Telephone, Clock, Intercom, etc.)
838-39	Consoles and Racks, Security
838-40	*Controllers, Remote, Wireless, Infrared/Radio Frequency
838-47	*Emulators, Telecommunication
838-83	*Telecommunication (Internet Protocol) Network Monitoring,

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	Surveillance, Intrusion Detection Systems and Networking Products
838-85	*Telecommunication Parts and Accessories (Not Otherwise Classified)
838-87	*Telemedical Equipment
838-88	*Telemetry Equipment
838-90	Tools and Supplies for Copper and Fiber Optic Wiring Systems
838-91	*Translation Equipment
838-96	*Wire and Cable, Telecommunication (Not Otherwise Specified)
839	TELEPHONE EQUIPMENT, ACCESSORIES AND SUPPLIES
839-12	*Accessories, Telephone (Not Otherwise Classified)
839-31	*Call Answering Telephone Systems (High Volume)
839-32	*Call Answering Telephone Systems (Low Volume)
839-35	*Cellular Telephones (All Types)
839-40	*Digital Subscriber Loop (DSL) Equipment
839-54	*Nurse Call Systems
839-63	*Radio Telephones (Vehicle, Marine, etc)
839-83	*Telephone Cards
839-84	*Telephone Dialing and Answering Apparatus
839-85	*Telephone Equipment Parts and Accessories (Not Otherwise Classified)
839-86	*Telephones, Prison

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839-87	*Telephone Systems (2-60 Stations)
839-88	*Telephone Systems (Over 60 Stations)
839-92	*Videophone Devices, Equipment and Accessories
918	CONSULTING SERVICES
918-28	*Computer Hardware Consulting
918-29	*Computer Software Consulting
918-30	*Computer Network Consulting
918-32	Consulting Services (Not Otherwise Classified)
918-44	E-Mail Archiving and Records Management Consulting
918-71	*IT Consulting
918-75	Management Consulting
918-90	*Strategic Technology Planning and Consulting Services
918-95	*Telecommunications Consulting
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-02	*Access Services, Data
920-03	*Application Service Provider (ASP) (Web Based Hosted)
920-04	*Applications Software (For Main Frame Systems)
920-07	*Applications Software for Microcomputer Systems: Business, Mathematical/Statistical, Medical, Scientific, etc.
920-14	*Applications Software (For Minicomputer Systems)
920-15	*Assessment and Profiling Services of Software

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Search For Vendors - CMBL HUB Vendor Detail

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920-16	*Biometric Authentication System Software Services (Including Maintenance and Repair)
920-18	*Computer Aided Design Services
920-19	*Computer Digitizing Services
920-20	*Computer Output to Microfilm (COM) Processing Services
920-21	*Data Entry Services
920-22	*Data Preparation and Processing Services (Including Bates Coding)
920-23	*Data Recovery Services
920-25	*Diskette, CD Rom, and Tape Duplicating Services
920-26	*Desktop Publishing Services
920-27	*E-Commerce Software Development Services
920-28	*Emergency Back-up Services and Facilities for Data Processing
920-29	*Facilities Management Services, Computer
920-30	*Image Processing and Conversion Services
920-31	*Installation of Computers, Peripherals, and Related Equipment (Including Software)
920-32	*Intelligent Transportation System Software (To Include Design, Development, and Maintenance Services)
920-33	*Mapping Services, Digitized, Cartography (See 962-52 for Standard Mapping Services)
920-34	*Media Conversion Services
920-35	*Modification of Existing Equipment (Including Cost of Parts)
920-37	

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	*Networking Services (Including Installation, Security, and Maintenance)
920-38	*Optical Scanning Services
920-39	*Processing System Services, Data (Not Otherwise Classified)
920-40	*Programming Services, Computer (Including Mobile Device Applications)
920-41	*Retrieval Services, Information
920-42	*Recertification/Rehabilitation of Magnetic Media (Disk Packs, Tapes, etc.)
920-43	*Recharging and Remanufacturing of Printer and Fax Cartridges
920-44	*Risk Management for Software Development
920-45	*Software Maintenance/Support
920-46	*Software Updating Services
920-47	*Support Services, Computer (Includes Computer Warranties)
920-48	*Storage Services, Data Media
920-49	*Systems/Executive Software, Main Frame
920-50	*Shredding Services, Computer Components and Peripherals
920-56	*Systems/Executive Software, Microcomputer
920-63	*Systems/Executive Software, Minicomputer
920-64	*System Implementation and Engineering Services
920-65	*System Requirements Quality Assurance Review
920-77	*Teleprocessing Via Proprietary Data Bases

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920-84	*Teleprocessing, Business (Timesharing)
920-90	*Teleprocessing, Scientific, Industrial, Medical, etc. -Timesharing
920-91	*Training, Computer Based (Software Supported)
920-94	*Word Processing Software, Main Frame
920-95	*Word Processing Software, Microcomputer
920-96	*Word Processing Software, Minicomputer
	Commodity items shown above are available for district(s) 15,16,21,22

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Search For Vendors - CMBL HUB Vendor Detail

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Related Links

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

FOCUSED SOLUTIONS

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1731703114800 / 42483
Vendor Name	FOCUSED SOLUTIONS
Vendor Address	1105 REID AVENUE DONNA, TX 78537-2729 USA
County	HIDALGO
Contact	Owner/Juan L. De La Cruz
Phone/Fax	956-624-5439/
Email Address	JLDLC@SBCGLOBAL.NET
Website	
Business Description	INFORMATION SYSTEMS
Business Category	Other Services Including Legal Services (06)
Small Business	Yes
CMBL Status	Active Bidder
CMBL Expires	17-APR-2016
HUB Status	Active Bidder (A - Approved; Active Texas certified HUB)
HUB Expires	16-APR-2018
HUB Eligibility	HI (Hispanic American)
HUB Gender	M

Vendor Performance

Commodity Delivery

Commodity Performance

Service Delivery

Service Performance

Non-Scored Reports:

Delegated, Exempt, and Blanket POs

Exceptional Performance Reports

Commodity Description (bold for all items in class)

<https://mvcna.cpa.state.tx.us/tnasscmblsearch/VendorDetailFwd.do?vid=1980551e063e9df9...> 4/6/2016

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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Class Item	
918	CONSULTING SERVICES
918-12	Analytical Studies and Surveys (Consulting)
918-20	Business Consulting, Small
918-21	Business Consulting, Large
918-25	Compliance Consulting, American Disabilities Act (ADA)
918-28	*Computer Hardware Consulting
918-29	*Computer Software Consulting
918-30	*Computer Network Consulting
918-38	Education and Training Consulting
918-46	*Feasibility Studies (Consulting)
918-65	Human Relations Consulting
918-75	Management Consulting
918-79	Minority and Small Business Consulting
918-90	*Strategic Technology Planning and Consulting Services
918-95	*Telecommunications Consulting
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-18	*Computer Aided Design Services
920-31	*Installation of Computers, Peripherals, and Related Equipment (Including Software)
920-37	*Networking Services (Including Installation, Security, and Maintenance)
920-40	*Programming Services, Computer (Including Mobile Device Applications)

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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920-41	*Retrieval Services, Information
920-44	*Risk Management for Software Development
920-45	*Software Maintenance/Support
920-46	*Software Updating Services
920-91	*Training, Computer Based (Software Supported)
924	EDUCATIONAL/TRAINING SERVICES
924-05	Advisory Services, Educational
924-16	Course Development Services, Instructional/Training
924-19	Educational Research Services
924-25	For Credit Classes, Seminars, Workshops, etc.
924-35	In-Service Training (For Employees)
924-60	Not-For-Credit Classes, Seminars, Workshops, etc.
924-64	Partnering Workshop Facilitation Services
924-86	Vocational Training, All Types (Including Vocational Rehabilitation and Technical Education)
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

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Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

REYNA ENTERPRISES INC. DBA CRC

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742776534600 / 05133
Vendor Name	REYNA ENTERPRISES INC. DBA CRC
Vendor Address	131 E PECAN BLVD MCALLEN, TX 78501-9554 USA
County	HIDALGO
Contact	GAUDENCIO REYNA
Phone/Fax	956-631-2321/956-631-4696
Email Address	GREYNA@CRC-COMPUTERS.COM
Website	http://WWW.CRC-COMPUTERS.COM
Business Description	Computer Sales and Service.
Business Category	<u>Commodities</u> <u>Wholesaler/Reseller</u> <u>(07)</u>
Small Business	<u>Yes</u>

Vendor Performance	Score	# of POs
Commodity Delivery	<u>*</u>	0
Commodity Performance	<u>*</u>	0
Service Delivery	<u>*</u>	0
Service Performance	<u>*</u>	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs	<u>0</u>	<u>0</u>
Exceptional Performance Reports	<u>0</u>	

Access Esperanza Clinics Inc.

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CMBL Status	<u>Active Bidder</u>
CMBL Expires	01-APR-2017
HUB Status	<u>Active Bidder (A - Approved; Active Texas certified HUB)</u>
HUB Expires	29-MAR-2020
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>

Class Item	Commodity Description (bold for all items in class)
204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
204-10	*Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
204-13	*Cables: Printer, Disk, Network, etc.
204-16	*Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM), Network, SIMMS, etc.
204-22	Computer Kiosks, Informational, Touchscreen or Keyboard Input
204-24	*Controllers, Programmable: Industrial Control Devices, Robots, etc.
204-25	*Controllers, Tape: Tape Subsystems, etc.
204-28	*Data Entry and Remote Job Entry Devices, Voice

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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	Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc.
204-29	*Data/File Security Hardware/Software, to Include Encryption
204-32	*Drives, External (Jump Drives, Flash Drives, etc.)
204-33	*Drives, Compact Disk (CD ROM, DVR, etc.)
204-34	*Drives, Floppy Disk
204-35	*Drives, Hard/Fixed Disk
204-37	*Drives, Tape
204-39	*Duplicators, DVD, CD, Hard Drives, etc.
204-42	*Expansion/Accelerator Boards: Hard Drive Controller Cards, Memory, Processor, SCSI, Video Cards, etc.
204-46	*Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM)
204-47	*Integrated Hardware-Software I.T. Solution (Microcomputer)
204-48	*Keyboards
204-53	*Microcomputers, Desktop or Tower based
204-60	*Monitors, Color and Monochrome (CGA, VGA, SVGA, etc.)
204-62	*Motherboards

Access Esperanza Clinics Inc.

Search For Vendors - CMBL HUB Vendor Detail

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204-64	*Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
204-68	*Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access Cards, Headsets and Microphones, etc.
204-71	*Plotters, Graphic
204-72	*Power Supplies and Power Related Parts, Internal
204-74	*Printer Sharing Devices
204-75	*Printers, Dot Matrix
204-76	*Printers, Inkjet
204-77	*Printers, Laser
204-78	*Printers, Pen Plotter
204-79	*Printers, Digital
204-88	*Scanners, Document: Handheld, Desktop and High Volume
204-89	*Scanners and Readers, Magnetic Strip
204-91	*Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc)
206	COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS

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206-14	*Cables: Printer, Disk, Network, etc.
207	COMPUTER ACCESSORIES AND SUPPLIES
207-10	*Batteries, Computer and Peripheral
207-14	*Battery Chargers, Computer and Peripheral
207-20	Braces: Monitor, PC's, CRT's, Desk Top Printers, etc.
207-23	Carts, Computer
207-30	*Compact Disks, DVD, ROM, Blu-Ray, etc.
207-34	Covers and Enclosures (Acoustical and Protective) (For Equipment)
207-37	CRT Holders, Cases, Glare Screens, Locks, etc.
207-55	*Graphic Supplies for Plotters and Printer Plotters: Inks, Pens, Penholders, Chemicals, Paper, etc.
207-60	Keyboard Dust Covers, Key Top Covers, Keyboard Drawers, Wrist Supports, etc.
207-67	*Power Supplies: Surge Protectors, Uninterruptible Power Supplies, Switches, etc.
207-72	*Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges, Wheels, etc.
207-75	*Projection Devices and Accessories: Interactive

Access Esperanza Clinics Inc.

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	Conferencing Boards, LCD, Pads, Panels, etc.
207-79	*Recycled Computer Accessories and Supplies
207-91	Tools, Computer
655	PHOTOGRAPHIC EQUIPMENT, FILM, AND SUPPLIES (NOT GRAPHIC ARTS, MICROFILM, AND X-RAY)
655-29	Cameras, Digital Type (Incl. Digital Network Cameras)
918	CONSULTING SERVICES
918-28	*Computer Hardware Consulting
918-29	*Computer Software Consulting
918-30	*Computer Network Consulting
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-25	*Diskette, CD Rom, and Tape Duplicating Services
920-31	*Installation of Computers, Peripherals, and Related Equipment (Including Software)
920-37	*Networking Services (Including Installation, Security, and Maintenance)
920-40	*Programming Services, Computer (Including Mobile Device Applications)
920-45	*Software Maintenance/Support

Access Esperanza Clinics Inc.

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920-47	*Support Services, Computer (Includes Computer Warranties)
939	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR COMPUTERS, OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT
939-21	*Computers, Data Processing Equipment and Accessories (Not Word Processing Equipment), Maintenance and Repair
939-55	*Multi-Function Office Machine Maintenance and Repair
	Commodity items shown above are available for district(s) 21

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Access Esperanza Clinics Inc.

FORM 1



State of Texas Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

This section is intentionally left blank. As a 501(c)(3) non-profit agency, Access Esperanza Clinics has no sole proprietor, partner, shareholder, or owner.

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

As per AEC's legal council, this form is not applicable to our agency as we are a 501(c)(3) non-profit organization, with no private ownership.

Signature

Patricio C. Gonzales

Printed Name

Title

Date

CEO

04/27/14

Access Esperanza Clinics Inc.

FORM 2

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Access Esperanza Clinics Inc.	Vendor ID No. or Social Security No. Fed. Tax ID# 741655329	HHSC Contract No. (if applicable) 529-16-0094
---	--	--

Patricio C. Gonzales
Signature of Authorized Representative

04/27/14
Date

Printed/Typed Name and Title of Authorized Representative
Patricio C. Gonzales, CEO

Access Esperanza Clinics Inc.

FORM 3

HHSC RFP No.: 529-16-0094

Respondent Name: Access Esperanza Clinics Inc.

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

Access Esperanza Clinics Inc.

FORM 3

HHSC RFP No.: 529-16-0094 Respondent Name: Access Esperanza Clinics Inc.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.



Signature

Patricio C. Gonzales

Printed Name

CEO

Title

4/18/16

Date

Access Esperanza Clinics Inc.

FORM 4

CERTIFICATION REGARDING FEDERAL LOBBYING (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor Access Esperanza Clinics Inc.	Vendor ID No. or Social Security No. Fed. Tax ID# 741655329	HHSC Contract No. (if applicable) 529-16-0094
--	--	--

Name of Authorized Representative (type or print) Patricio C. Gonzales	Title CEO
---	--------------

 04/27/14
Signature--Authorize Representative Date

HHSC
5/24/95

Access Esperanza Clinics Inc.

FORM 5

Form Number: CPP0434

HHSC Contract No. 529-16-0094

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.


Authorized signature

Access Esperanza Clinics Inc.

Name of Contractor/Vendor

4/18/16

Date

Patricio C. Gonzales

Printed Name of Individual

CEO

Title of Individual

Effective Date: 04/02/2007

Revision Date:

Access Esperanza Clinics Inc.

FORM 6

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Access Esperanza Clinics Inc.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Access Esperanza Clinics Inc.
2. Doing Business As: Access Esperanza Clinics Inc.
3. Physical Address: 916 East Hackberry St., Suite A McAllen, Texas 78501
4. Mailing Address: 916 East Hackberry St., Suite A McAllen, Texas 78501
5. Taxpayer Identification Number: 741655329
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|--|---|
| 1. Person Who Will Sign the Contract:
Name: <u>Patricio Gonzales</u>
Title: <u>CEO</u>
Mailing Address: <u>916 East Hackberry St., Suite A McAllen, Texas 78501</u>
Telephone: <u>956-688-3707</u>
Fax: <u>956-688-3773</u>
E-mail: <u>patricio.gonzales@accessclinics.org</u> | 2. Primary Contact for Proposal Questions:
Name: <u>Patricio Gonzales</u>
Title: <u>CEO</u>
Mailing Address: <u>916 East Hackberry St., Suite A McAllen, Texas 78501</u>
Telephone: <u>956-688-3707</u>
Fax: <u>956-688-3773</u>
E-mail: <u>patricio.gonzales@accessclinics.org</u> |
|--|---|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: N/A
2. Doing Business As: _____
3. Physical Address: _____

Access Esperanza Clinics Inc.

FORM 6

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Access Esperanza Clinics Inc.

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: Texas

9. Name of Parent Entity, If Applicable: N/A

10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters: _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Access Esperanza Clinics Inc.

FORM 6

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: _____
Respondent's Name: Access Esperanza Clinics Inc.

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Access Esperanza Clinics Inc.

FORM 6

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: _____

Respondent's Name: Access Esperanza Clinics Inc.

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

*The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Access Esperanza Clinics Inc.

FORM 7



HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: <input type="text" value="Access Esperanza Clinics Inc."/> Address: <input type="text" value="916 East Hackberry Street, Suite A"/> City: <input type="text" value="McAllen"/> State: <input type="text" value="TX"/> ZIP: <input type="text" value="78501"/> Main Telephone #: <input type="text" value="956-688-3700"/> Website: <input type="text" value="www.accessclinics.org"/>
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: <input type="text" value="44"/>
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: <input type="text" value="0"/>
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: <input type="text" value="Hilario Castillo"/> Address: <input type="text" value="916 East Hackberry Street, Suite A"/> City: <input type="text" value="McAllen"/> State: <input type="text" value="TX"/> ZIP: <input type="text" value="78501"/> Telephone #: <input type="text" value="956-688-3719"/> Email Address: <input type="text" value="hilario.castillo@accessclinics.org"/> B. Privacy Official: Name: <input type="text" value="Melinda Cruz"/> Address: <input type="text" value="916 East Hackberry Street, Suite A"/> City: <input type="text" value="McAllen"/> State: <input type="text" value="TX"/> ZIP: <input type="text" value="78501"/> Telephone #: <input type="text" value="956-688-3708"/> Email Address: <input type="text" value="melinda.cruz@accessclinics.org"/>
5. HHS Agency Information Provide the following information if known.	
Contract Mgr: <input type="text"/>	Email Address: <input type="text"/> Agency: <input type="text"/>
Telephone #: <input type="text"/>	Requesting Dept: <input type="text"/> PO/Contract #: <input type="text"/>

Access Esperanza Clinics Inc.

FORM 7

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 46
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	44
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	1
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Access Esperanza Clinics Inc.

FORM 7

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

Access Esperanza Clinics Inc.

FORM 7

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>	<u>Compliance Date:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>	<u>Compliance Date:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>	<u>Compliance Date:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>	<u>Compliance Date:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>	<u>Compliance Date:</u> <div style="border: 1px solid #ccc; height: 40px; margin-top: 5px;"></div>

Access Esperanza Clinics Inc.

FORM 7

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

Access Esperanza Clinics Inc.

FORM 7

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p><input checked="" type="checkbox"/> No Electronic Systems</p>
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

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3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc;"></div>

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8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>	<u>Compliance Date:</u> <div style="height: 40px; border: 1px solid #ccc; background-color: #f9f9f9;"></div>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

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14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;"> Saturno C. Angeles, CEO </div>	Date: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;"> 04/27/14 </div>
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To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

<input type="button" value="Print form"/>	<input type="button" value="Submit by email"/>
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Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3.CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS’s prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.**45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____